

GREENBERG GLUSKER FIELDS CLAMAN  
& MACHTINGER LLP  
1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590

BONNIE E. ESKENAZI (SBN 119401)  
BEskenazi@ggfirm.com  
ELISABETH A. MORIARTY (SBN 156569)  
EMoriarty@ggfirm.com  
RICARDO P. CESTERO (SBN 203230)  
RCestero@ggfirm.com  
GREENBERG GLUSKER FIELDS CLAMAN &  
MACHTINGER LLP  
1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590  
Telephone: 310.553.3610  
Fax: 310.553.0687

Attorneys for Plaintiffs and Counterclaim Defendants

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

FOURTH AGE LIMITED, et al.,

Plaintiffs,

v.

WARNER BROS. DIGITAL  
DISTRIBUTION, INC., et al.,

Defendants.

Case No. CV 12-09912 AB (SHx)

Hon. André Birotte, Jr.

Hon. Magistrate Stephen J. Hillman

**DISCOVERY MATTER**

**REDACTED VERSION OF  
CONFIDENTIAL  
MEMORANDUM RE:  
PRIVILEGED DOCUMENTS  
SELECTED FOR *IN CAMERA*  
INSPECTION PURSUANT TO  
MAGISTRATE'S AUGUST 12,  
2014 ORDER AND JUDGE  
BIROTTE'S OCTOBER 9, 2014  
ORDER**

WARNER BROS. DIGITAL  
DISTRIBUTION, INC., et al.,

Counterclaim Plaintiffs,

v.

FOURTH AGE LIMITED, et al.,

Counterclaim Defendants.

Courtroom 790  
Roybal Building

1 Pursuant to the Magistrate's Order dated August 12, 2014 and Judge  
2 Birotte's Order dated October 9, 2014, plaintiffs and counterclaim defendants  
3 Fourth Age Limited, Priscilla Mary Anne Reuel Tolkien, as Trustee of The Tolkien  
4 Trust, The J.R.R. Tolkien Estate Ltd., HarperCollins Publishers, Ltd., Unwin  
5 Hyman Ltd. and George Allen & Unwin (Publishers), Ltd. (collectively, the  
6 "Tolkien/HC Parties") were ordered to lodge 150 of their privileged documents  
7 selected by Warner and Zaentz (collectively, "Defendants") for *in camera* review:  
8 100 documents with respect to Issue Nos. 3 and 5, and 50 documents with respect  
9 to Issue No. 4.

10 To assist the Court in this review, on October 20, 2014, the Tolkien/HC  
11 Parties submitted concurrently with the their 150 privileged documents, a brief  
12 confidential description of each of the selected documents and a confidential  
13 explanation of the basis for each of the Tolkien/HC Parties' privilege assertions (the  
14 "Initial Confidential Memorandum"). Because the Initial Confidential  
15 Memorandum revealed the contents of communications protected by the attorney-  
16 client privilege and/or the attorney work product doctrine, it was lodged with the  
17 Magistrate on a confidential basis, and was not filed or served.

18 On October 28, 2014, the Court issued a further Order requesting that the  
19 Tolkien/HC Parties "consider sanitizing the [Initial Confidential Memorandum] as  
20 they see fit, and then fil[e] and serv[e] it on all parties in advance of the hearing  
21 date" concerning the Court's review of the Tolkien/HC Parties' 150 documents.  
22 Dkt. 333. Pursuant to the Court's October 28<sup>th</sup> Order, the Tolkien/HC Parties  
23 hereby submit the below redacted version of the Initial Confidential Memorandum,  
24 without waiver of any applicable privileges.

**I. ISSUE NOS. 3 & 5**

**1. Document No. 9**<sup>1</sup>: This lawsuit arises out of a dispute over the scope of merchandising rights in and to Professor J.R.R. Tolkien’s seminal literary works The Lord of the Rings and The Hobbit (the “Tolkien Works”). In 1969, the predecessors in interest to the Tolkien/HC Parties granted to certain of Defendants’ predecessors in interest limited rights to use the Tolkien Works in connection with “articles of tangible personal property.” In the same 1969 agreement, the predecessors in interest to the Tolkien/HC Parties explicitly reserved to themselves “all rights and/or interests not herein specifically granted.” In this lawsuit, the Tolkien/HC Parties contend that defendants exceeded the scope of the limited merchandise rights by, among other things, licensing and selling (1) gambling games based on the Tolkien Works, (2) “intangible” video games based on the Tolkien Works – i.e., video games that are delivered otherwise than by way of physical media such as DVD or cartridge, including (but not limited to) games delivered by way of electronic download, mobile telephone networks or social media websites (the “Intangible Video Games”), and (3) the right to use trademarks based on the Tolkien Works in connection with services, such as restaurants, hotels and theme parks.

Cathleen Blackburn is currently an attorney with the law firm of Maier Blackburn; she was previously a partner at the law firms of Manches LLP and Morrell, Peel & Gamlen. Ms. Blackburn is the primary outside counsel for the Tolkien Parties. She has regularly represented the Tolkien Parties throughout her tenure at each of these firms, and continues to do so today. In that capacity, Ms. Blackburn regularly provides legal advice to the Tolkien Parties regarding the scope of each parties’ respect rights under the 1969 agreements, including without limitation, which rights have been licensed to Zaentz pursuant to the 1969

---

<sup>1</sup> The document numbers correspond to the numbers identified in Warner and Zaentz’s Joint Submission re July 22 Order, Dkt. No 285.

1 agreements and which rights have been retained by the Tolkien Parties.  
2 Throughout the course of the parties' relationship, issues have regularly arisen with  
3 respect to third party requests to license the Tolkien Works or elements therefrom,  
4 and whether the requested rights are controlled by the Tolkien/HC Parties or  
5 Zaentz. With respect to outside counsel such as Ms. Blackburn and her partner  
6 Steven Maier, the law presumes that communications between a client and its  
7 outside counsel are made for the purpose of seeking legal advice. *U.S. v.*  
8 *Chevrontexaco Corp.*, 241 F.Supp.2d 1065, 1076 (N.D. Cal. 2002).

9 Document No. 9 is an email chain dated June 7, 2010 between Baillie  
10 Tolkien and Adam Tolkien, representatives of the Tolkien Parties, in which they  
11 discuss an inquiry by a third party to use a fictional name which appears in the  
12 Tolkien Works in connection with a tree service company. In their email exchange,  
13 the Tolkiens discuss Ms. Blackburn's legal analysis as to [REDACTED]

14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]. Ms. Tolkien also details further legal advice which she would like  
18 to obtain on the subject, and asks Adam Tolkien to discuss these legal issues with  
19 Ms. Blackburn to obtain her advice.

20 As the document plainly reveals, Ms. Tolkien's only purpose in sending the  
21 email was to discuss legal advice given by counsel for the Tolkien Parties  
22 confidentially with another representative of the Tolkien Parties<sup>2</sup>, and to detail  
23 further legal advice needed from counsel. The document is protected by the  
24 attorney-client privilege. As a result, the Court need not reach the issue of whether  
25 the attorney work product doctrine applies; however, because the document reveals  
26 Ms. Blackburn's mental impressions and conclusions, and legal opinion and

27 \_\_\_\_\_  
28 <sup>2</sup> The "D" referred to in the email chain is Adam Tolkien's father, Christopher Tolkien, another Tolkien family representative.

1 strategy in dealing both with [REDACTED]

2 [REDACTED] it is shielded from disclosure as attorney work  
3 product as well.

4 **2. Document No. 10:** This document is a January 27, 2006 email from  
5 Adam Tolkien, representative of the Tolkien Parties, to Cathleen Blackburn,  
6 counsel for the Tolkien Parties, and Baillie Tolkien, representative of the Tolkien  
7 Parties. It is an agenda outlining various legal issues to be discussed in an  
8 upcoming meeting between representatives of the Tolkien Estate and their counsel;  
9 it was prepared as a precursor for future privileged discussions and for the purpose  
10 of seeking legal advice on those issues. The legal issues identified in the email for  
11 discussion include [REDACTED]

12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED].

21 The email is thus a communication between the Tolkiens and their counsel, created  
22 for the purpose of seeking legal advice in advance of a meeting with counsel and  
23 identifying the legal issues to be discussed with counsel. On its face, the document  
24 is protected by the attorney-client privilege. Discussions regarding [REDACTED]  
25 [REDACTED] are also protected by the  
26 attorney work product doctrine.

27 **3. Document No. 16:** This documents consists of a January 27, 2006  
28 email from Adam Tolkien to Baillie Tolkien, which forwards a January 26, 2006

email from Cathleen Blackburn to Adam Tolkien [it also forwards a copy of the Permissions Guidelines prepared by Ms. Blackburn (although the attachment is not included in this particular version of the email as it existed in the clients' files)]. In the email from Ms. Blackburn to Mr. Tolkien (which Mr. Tolkien forwards to Ms. Tolkien), Ms. Blackburn details [REDACTED]

As is discussed in more detail below, the Tolkien Parties and the HarperCollins Parties are joint owners of the copyrights and trademarks in the Tolkien Works. Vis-à-vis third parties [REDACTED] [REDACTED] Ms. Blackburn regularly provides legal advice to the HarperCollins Parties (and works closely with HarperCollins' legal counsel) regarding the scope of those jointly-held rights, potential infringements and other matters of common legal and commercial interests. As joint rights holders, the Estate and HarperCollins work together to formulate positions and policies regarding third party requests or potential infringement of the Tolkien Works. The Permissions Guidelines contain Ms. Blackburn's legal analysis of [REDACTED] [REDACTED] and constitute common legal advice given by Ms. Blackburn to the Tolkien Parties and the HC Parties to ensure that both parties handled third

1 party permissions requests as to their jointly-held rights in a consistent and  
2 contractually-appropriate manner.

3 In sum, Document No. 16 is a communication between Tolkien  
4 representatives forwarding a privileged email communication between Mr. Tolkien  
5 and the Tolkien Parties' legal counsel about [REDACTED]  
6 [REDACTED] which contains legal advice and the mental impressions and conclusions,  
7 legal strategy and contractual rights analysis with respect to the handling of  
8 permissions requests, it is protected from disclosure by the attorney-client privilege  
9 and attorney work product doctrine.

10 **4. Document No. 17:** This document consists of a January 12-13, 2006  
11 email exchange between Baillie Tolkien and Adam Tolkien, which forwards and  
12 discusses a January 12, 2006 email from Cathleen Blackburn to Mr. Tolkien  
13 regarding two third party permissions requests to license the Tolkien Works. Ms.  
14 Blackburn specifically identifies these third party requests as [REDACTED]

15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]. Thus, the last email in the chain (p. 2 of the  
18 document) is a confidential communication between the Tolkien Parties and their  
19 counsel discussing Ms. Blackburn's legal analysis and advice regarding [REDACTED]  
20 [REDACTED] it is plainly privileged.

21 The cover email exchange (p. 1 of the document) discusses Ms. Blackburn's early  
22 email and the legal analysis and advice contained therein. It also reflects the  
23 Tolkien representatives' intention to discuss these legal issues with Ms. Blackburn  
24 at an upcoming meeting. For this reason, the cover email exchange is also  
25 protected from disclosure.

26 **5. Document No. 18:** This document is an email chain dated June 7,  
27 2010 between Baillie Tolkien and Adam Tolkien, representatives of the Tolkien  
28 Parties, in which they discuss an inquiry by a third party to license a fictional name



1 which appears in the Tolkien Works in connection with a tree service company. It  
2 repeats the email chain identified Document No. 9 (see Issue No. 1, above), but  
3 contains an additional email between the Tolkien representatives which further  
4 discusses and elaborates on Ms. Blackburn's legal analysis as to [REDACTED]

5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]. For each of the reasons set forth in Issue No. 1, above, this  
8 document reveals the legal advice, analysis of legal issues, and mental impressions  
9 and conclusions of Ms. Blackburn regarding [REDACTED]  
10 [REDACTED] and is therefore  
11 protected by the attorney-client privilege and attorney work product doctrine.

12 **6. Document No. 49:** This document is a letter dated October 4, 1983,  
13 from Rayner Unwin, then-chairman of George, Allen & Unwin (predecessor-in-  
14 interest to the HC Parties), to Frank Richard Williamson (known as Dick  
15 Williamson), then-counsel for the Tolkien Parties. Mr. Williamson was formerly  
16 the primary outside counsel for the Tolkien Parties. (Later, Ms. Blackburn took  
17 over Mr. Williamson's responsibilities as primary outside counsel for the Tolkien  
18 Parties when Mr. Williamson retired). Mr. Williamson was a partner at the law  
19 firm of Morrell, Peel & Gamlen.

20 Because the Tolkien Parties and the HC Parties jointly owned rights in and to  
21 the Tolkien Works, the HC Parties frequently asked for and received legal advice  
22 from outside counsel for the Tolkien Parties – Mr. Williamson, Ms. Blackburn,  
23 Steven Maier, and others – regarding the licensing and administration of their  
24 jointly held rights in and to the Tolkien Works. The Tolkien/HC Parties' counsel  
25 regularly advised the HC Parties with respect to matters which affected their shared  
26 legal and commercial interests as joint rights holders, including, in particular, their  
27 joint rights and interests vis-à-vis Defendants and their predecessors-in-interest, and  
28 other third party licensees. Moreover, outside counsel for the Tolkien Parties and



1 in- house counsel for the HC Parties regularly shared legal strategies, mental  
2 impressions and legal conclusions, in furtherance of their collective efforts to  
3 protect and assert the Tolkien/HC Parties' jointly held rights vis-à-vis third parties  
4 including Zaentz and Warner. In short, the legal and commercial interests of the  
5 Tolkien Estate and HarperCollins were and are aligned, when these parties dealt  
6 with third parties on matters affecting rights in and to the Tolkien Works, and the  
7 Estate and HarperCollins worked together (and continue to work together) to  
8 further these common legal and commercial interest as against third parties.

9 Indeed, as Defendants themselves have argued in attempting to shield their  
10 exchanges with each other from scrutiny, under such circumstances, the common  
11 interest privilege applies; those interests "need not be identical at all times [and] are  
12 not limited to instances where litigation is already pending." Dkt. No. 309, at 7:24-  
13 25.

14 In Document No. 49, Mr. Unwin seeks Mr. Williamson's legal advice with  
15 respect to a certain license with respect to the Tolkien Works entered into between  
16 Fantasy Films (a Zaentz entity) and third party Iron Crown Enterprises ("Iron  
17 Crown"). [REDACTED]

18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED] the document is a

24 confidential communication between holders of a common interest privilege,  
25 seeking legal advice with respect to a matter of common interest. It is therefore  
26 protected by the attorney-client privilege.

27 **7. Document No. 59:** This document is an agenda for a Tolkien  
28 Committee Meeting to be held on September 28, 1994. As evidenced by the fax

transmittal on the top of the document, it was sent from the law firm of Morrell, Peel & Gamlen (at which Mr. Williamson and Ms. Blackburn worked) to Christopher Tolkien. The Tolkien Parties were able to confirm that the document was prepared by Cathleen Blackburn, counsel for the Tolkien Parties (who was an attorney at Morrell, Peel & Gamlen at the time). The Tolkien Parties were also able to confirm that it was sent to Christopher Tolkien because the document was collected from Mr. Tolkien's files.

Although the document primarily lists matters which are wholly irrelevant to the disputed issues in this litigation and which are not responsive to Defendants' document requests (as narrowed by the parties' meet and confer discussions), there are several matters which relate to legal issues concerning [REDACTED]

[REDACTED]. Each of enumerated agenda items identifies categories relates to [REDACTED]

[REDACTED]. Given that each of these topics necessarily involves legal issues to be discussed between the Tolkien Parties and their counsel, and that the document was prepared by counsel and specifically sent to Mr. Tolkien in advance of and in preparation for their meeting, the document is protected by the attorney-client privilege and attorney work product doctrine. Defendants are not entitled to discover what issues the Tolkien/HC Parties' counsel deemed critical or important at any given time, nor what issues counsel sought to discuss with its clients, as those decisions necessarily reflect the mental impressions and legal conclusions of counsel.

**8. Document No. 86:** This document is a March 18, 1998 fax letter from Cathleen Blackburn to Christopher Tolkien, which outlines several legal items Ms.

Blackburn intends to discuss with Mr. Tolkien. On its face, the document is a confidential attorney-client privileged communication. The document details a select list of items which Ms. Blackburn intends to discuss with her client. The selection of each of the items for discussion reflects Ms. Blackburn's mental impressions and conclusion that the items raise legal issues which need to be discussed.

Merely by way of example, item 2 tees up for discussion [REDACTED]

[REDACTED]. Similarly, items 1 and 4 relate to [REDACTED]

[REDACTED] a legal matter which Ms. Blackburn clearly intended to discuss with her client. The document constitutes a confidential communication between attorney and client, and reveals the legal advice, analysis of legal issues, and mental impressions and conclusions of Ms. Blackburn. It is therefore protected by the attorney-client privilege and attorney work product doctrine.

**9. Document No. 99:** This document is the December 1998 version of the Tolkien Permission Guidelines, [REDACTED]

[REDACTED]. The Tolkien/HC Party witnesses have consistently testified that this is a confidential document prepared by Cathleen Blackburn for internal use by the Tolkien/HC Parties. The Permissions Guidelines were created to provide legal guidance to the Tolkien/HC Parties, as co-owners of rights in and to the Tolkien Works, in administering their jointly held rights in the Tolkien Works (and other Tolkien-related works not at issue in this litigation), including the manner in which the Tolkien/HC Parties license rights to third parties. The document reflects Ms.

Blackburn's legal analysis, mental impressions and conclusions regarding the respective legal rights of the Tolkien/HC Parties and the appropriate manner for administering the rights jointly held by the Tolkien/HC Parties. It is a confidential document prepared by Ms. Blackburn, reflecting her legal advice, mental impressions and conclusions with respect to matters of common interest affecting the Tolkien/HC Parties' jointly held legal and commercial rights. Through these Permissions Guidelines, the Tolkien Estate and HarperCollins worked together to formulate positions and policies regarding third party requests or potential infringements of their jointly-held rights. The document is protected under the common interest privilege.

Moreover, this particular version of the Permissions Guidelines is a version forwarded by Ms. Blackburn to Christopher Tolkien, and contains Ms. Blackburn's explanatory handwritten notes and updates in the margin on virtually every page of the document. For this reason as well, the document is an attorney-client privileged communication reflecting Ms. Blackburn's work product; it should not be disclosed.

**10. Document No. 100:** This document is a September 2, 2005 email from Cathleen Blackburn to Christopher and Baillie Tolkien. Adam Tolkien, as a representative of the Tolkien Parties ([at@laphalene.org](mailto:at@laphalene.org)) and Steven Maier, Ms. Blackburn's partner and litigation counsel for the Tolkien Parties, are copied on the email. The email discusses [REDACTED]. We know from testimony and other documents produced in the case that various legal disputes and other matters at issue among Zaentz and the Tolkien Parties were discussed at the September 7 meeting, including: (a) legal disputes over who had the right to register trademarks in International Class 16 and the appropriate merchandising royalty rate for merchandise sublicensed by Zaentz to New Line; (b) the negotiations occurring at the time over the stage rights amendment to the 1969

1 Agreements; (c) Zaentz's requests (i) to use the name Tolkien Enterprises beyond  
2 the contractually-allotted time, (ii) to give its computer games licensee the right to  
3 use quotations from the Tolkien Works; and (iii) the availability of the film and  
4 other rights in and to Professor Tolkien's other works; and various other legal  
5 matters in issue at the time. In Document No. 100, Ms. Blackburn [REDACTED]

6 [REDACTED]  
7 [REDACTED]. This document is  
8 plainly a confidential communication between Ms. Blackburn and her clients  
9 reflecting the legal advice, mental impressions and conclusions of counsel. It is  
10 protected by the attorney-client privilege and attorney work product doctrine.

11 **11. Document No. 146:** This document is an agenda outlining matters to  
12 be discussed at an upcoming Tolkien Committee Meeting between Cathleen  
13 Blackburn, representatives of HarperCollins, and representatives of the Tolkien  
14 Estate. We believe the document was prepared by Cathleen Blackburn to identify  
15 issues which she intended to discuss with Tolkien Estate representatives and their  
16 joint rights holder, HarperCollins. Although the document primarily lists matters  
17 which are wholly irrelevant to the disputed issues in this litigation and which are  
18 not responsive to Defendants' document requests (as narrowed by the parties' meet  
19 and confer discussions), there are several matters which relate to legal issues  
20 concerning [REDACTED]  
21 [REDACTED].

22 Each of these identified categories relates to subjects of shared legal interest  
23 between the Estate and HarperCollins, vis-a- vis third parties, and the Tolkien/HC  
24 Parties were meeting to discuss these issues and to formulate positions and  
25 responsive action items in order to protect and enforce their jointly-held rights. We  
26 know that Ms. Blackburn sent the agenda to her client, because the document was  
27 located in Christopher Tolkien's files. As a result, the document is protected by the  
28 attorney-client privilege. Defendants are not entitled to discover what issue the

Tolkien/HC Parties' counsel deemed critical or important at any given time and which it sought to discuss with its clients, as those decisions necessarily reflect the mental impressions and legal conclusions of counsel, and constitute protected work product. That members of HarperCollins attended the meeting at issue does not destroy the privilege – the relevant agenda items concern subjects of shared legal and commercial interest between the Tolkien Estate and HarperCollins, as joint rights holders. The common interest privilege therefore applies.

**12. Document No. 153:** This document is a confidential attorney-client privileged fax transmission letter, dated February 21, 1993, from outside counsel Cathleen Blackburn to her client, Christopher Tolkien. The letter discusses [REDACTED]

[REDACTED]. The letter also details communications between Ms. Blackburn and the Tolkien Parties' U.S.-based attorney, Paul Slevin, [REDACTED]. The document reveals the legal advice, mental impression and conclusions of both Ms. Blackburn and Mr. Slevin; as such, it is protected by the attorney-client privilege and attorney work product doctrine.

The letter also reflects the legal advice, mental impressions and conclusions of Ms. Blackburn with respect to discussions concerning [REDACTED]

[REDACTED]. The letter further reflects Ms. Blackburn's legal analysis with respect to [REDACTED]

[REDACTED]. Both of these matters reflect the legal advice, mental impressions and conclusions of counsel, and are protected by the attorney-client privilege and attorney work product doctrine for this reason as well.

1           **13. Document No. 155:** This document is a confidential attorney-client  
2 privileged fax letter, dated February 6, 1993, from Christopher Tolkien to his  
3 attorney, Cathleen Blackburn. As referenced in the letter, Mr. Tolkien writes to  
4 Ms. Blackburn [REDACTED]

5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED].

10 Given that the letter is a confidential attorney-client communication from Mr.  
11 Tolkien to Ms. Blackburn and seeks her legal advice, and also reflects  
12 communications from the Tolkien Parties' counsel Mr. Williamson, it is  
13 unquestionably protected by the attorney-client privilege. Additionally, Defendants  
14 are not entitled to discover what issue the Tolkien/HC Parties' counsel deemed  
15 critical or important at any given time and which it sought to discuss with its  
16 clients, as those decisions necessarily reflect the mental impressions and legal  
17 conclusions of counsel, and constitute protected work product.

18           **14. Document No. 170:** This document is the same email chain discussed  
19 above as Document No. 18 (Issue No. 5, above). For the reasons discussed above,  
20 the document should not be produced.

21           **15. Document No. 172:** This email chain is an excerpt of the same email  
22 chain included in Document No. 17 (Issue No. 4, above). For the reasons discussed  
23 above, the document should not be produced.

24           **16. Document No. 173:** This document is an attorney-client privileged  
25 email, dated January 16, 2006, from Adam Tolkien to Cathleen Blackburn. In this  
26 email, Mr. Tolkien discusses Ms. Blackburn's recent email concerning her analysis  
27 of [REDACTED]

28 [REDACTED]



1 [REDACTED]  
2 [REDACTED]. Mr. Tolkien clearly sent this email as a  
3 precursor to future discussions with his counsel; the document describes the legal  
4 advice he is seeking from Ms. Blackburn regarding [REDACTED] the  
5 document is a protected attorney-client privileged communication. In addition,  
6 because the email also quotes from and references Ms. Blackburn's prior email to  
7 Mr. Tolkien, it also reflects Ms. Blackburn's legal analysis, mental and impressions  
8 and conclusions and is also protected by the attorney work product doctrine.

9 **17. Document No. 174:** This document is an attorney-client privileged  
10 email, dated January 17, 2006, from Cathleen Blackburn to Adam Tolkien. It is  
11 Ms. Blackburn's reply to Mr. Tolkien's January 16, 2006 email (Document No.  
12 173, discussed at Issue No. 16, above). Ms. Blackburn answers in detail Mr.

13 Tolkien's questions regarding [REDACTED]  
14 [REDACTED]. She also explains the basis for the legal positions taken  
15 by the Tolkien Estate [REDACTED]

16 [REDACTED]. Manifestly, this document reflects Ms.  
17 Blackburn's legal analysis, mental and impressions and conclusions and is  
18 protected by both the attorney-client privilege and attorney work product doctrine.

19 **18. Document No. 202:** This document is an attorney-client privileged  
20 fax transmission with cover note from Cathleen Blackburn to Christopher Tolkien,  
21 dated June 21, 1996, which attaches a draft agenda for an upcoming June 27, 1996  
22 Tolkien Committee Meeting. As indicated in the cover note, the draft agenda was  
23 prepared by Ms. Blackburn and sent to Mr. Tolkien for his review. (The fax  
24 transmission also attached additional non-privileged attachments which have been  
25 previously produced to the extent responsive, and are not part of the logged  
26 document.)

27 Although the document primarily discusses matters which are wholly  
28 irrelevant to the disputed issues in this litigation and which are not responsive to

1 Defendants' document requests (as narrowed by the parties' meet and confer  
2 discussions), there are several matters which relate to legal issues concerning [REDACTED]

3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]. Given that each of these topics necessarily involves legal issues to be  
12 discussed between the Tolkien Parties and their counsel (and, later, joint rights  
13 holder HarperCollins), and given that the document was prepared by counsel and  
14 specifically sent to Mr. Tolkien in advance of the meeting for his review, the  
15 document is protected by the attorney-client privilege and attorney work product  
16 doctrine. Defendants are not entitled to discover what issue the Tolkien/HC  
17 Parties' counsel deemed critical or important at any given time and which it sought  
18 to discuss with its clients, as those decisions necessarily reflect the mental  
19 impressions and legal conclusions of counsel.

20 Moreover, to the extent Ms. Blackburn later forwarded the agenda to  
21 HarperCollins' David Brawn (as the cover letter suggests), the privilege would not  
22 be vitiated, because the matters at issue constitute legal matters of common interest  
23 between the Tolkien Parties and the HarperCollins Parties concerning [REDACTED]

24 [REDACTED]  
25 [REDACTED].

26 **19. Document No. 213:** This is an attorney-client privileged letter from  
27 Cathleen Blackburn to Christopher Tolkien, dated November 12, 1998, which  
28 transmits correspondence from Laurie Battle (Zaentz's former head of licensing) at

1 Tolkien Enterprises, predecessor-in-interest to Zaentz, regarding [REDACTED] as well  
2 as an attorney-client privileged letter from Priscilla Tolkien to Ms. Blackburn. This  
3 document only consists of the privileged cover letter and does not include the  
4 attachments (which were either separately logged or produced, as appropriate).  
5 “Sierra” refers to Sierra Online, a video game company who entered into a  
6 sublicense with Zaentz to create video games based on the Tolkien Works. Sierra  
7 had proposed that a recording artist, Loreena McKennitt, compose some songs to be  
8 incorporated into their computer game and a derivative soundtrack album, and Ms.  
9 McKennitt wanted permission to use words and lyrics from the Tolkien Works in  
10 those songs. At the time, Ms. Blackburn was advising her clients the Tolkien  
11 Estate as to the legal issues surrounding [REDACTED]  
12 [REDACTED]. This letter is  
13 a precursor to a future discussion between Ms. Blackburn and her client concerning  
14 [REDACTED].  
15 Defendants are not entitled to discover what issues the Tolkien/HC Parties’ counsel,  
16 Ms. Blackburn, deemed critical or important at any given time, or what issues  
17 counsel sought to discuss with her clients. Those decisions necessarily reflect the  
18 mental impressions and legal conclusions of counsel; the document reflects  
19 protected work product and constitutes an attorney-client privileged  
20 communication.

21 **20. Document No. 240:** This document is a faxed letter dated April 30,  
22 1999, from Cathleen Blackburn to Adrian Laing, general counsel at HarperCollins,  
23 and David Brawn, publishing executive at HarperCollins. The document transmits  
24 a fax from Ms. Blackburn to Al Bendich, a senior executive at Zaentz, regarding  
25 “Sierra On-line Computer Games.” The non-privileged attachment was not  
26 withheld on privilege grounds. [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

[REDACTED]. Here again, defendants are not entitled to discover what legal issues Ms. Blackburn was discussing with counsel for the Estate's joint copyright holder, HarperCollins, at any given time.

**21. Document No. 241:** This document is an attorney-client privileged fax transmittal and cover note from Cathleen Blackburn to Christopher Tolkien, dated April 26, 1999, which transmits a privileged letter from Jeremy Nussbaum, the Tolkien Parties U.S.-based outside counsel (attorney at Kay Collyer & Boose) to Ms. Blackburn regarding [REDACTED]

[REDACTED]. Document No. 241 only includes the cover sheet, and does not include the underlying privileged letter from Ms. Blackburn to Mr. Nussbaum. Given that this letter transmits to Mr. Tolkien a privileged communication concerning a legal issue [REDACTED] [REDACTED] it reflects Ms. Blackburn's legal analysis, mental impressions and conclusions, and it is protected by the attorney-client privilege and attorney work product doctrine.

22. **Document No. 244:** This document is an attorney-client privileged letter from Dick Williamson, the Tolkien Parties' former attorney, to his clients John Tolkien, Michael Tolkien and Priscilla Tolkien, cc: Christopher Tolkien, dated December 9, 1983. In his letter, Mr. Williamson reports to his clients on [REDACTED]. [REDACTED]. The letter details Mr. Williamson's analysis as to [REDACTED] as well as his mental impressions and conclusions, and advice concerning [REDACTED]. He also reports to his clients on various matters not relevant to the issues in dispute here and/or concerning works other than the Tolkien Works (which matters are non-responsive to defendants' discovery requests). Mr. Williamson also discusses [REDACTED]. [REDACTED]. The document reflects Mr. Williamson's legal analysis, mental and impressions and conclusions. It is protected by the attorney-client privilege and attorney work product doctrine.

23. **Document No. 250:** This is another attorney-client privileged communication from Mr. Williamson to John, Michael and Priscilla Tolkien dated January 17 1983. Mr. Williamson discusses a variety of topics, most of which are wholly irrelevant to the disputed issues in this litigation and which are not responsive to Defendants' document requests (as narrowed by the parties' meet and confer discussions). However, there are a few relevant legal matters discussed, including [REDACTED]. [REDACTED]. Plainly, this document is protected by the attorney-client privilege and attorney work product doctrine.

24. **Document No. 252:** In this letter to HarperCollins' Rayner Unwin dated May 5, 1982, Mr. Williamson discusses details of [REDACTED]. [REDACTED]. United Artists is the predecessor-in-interest to Defendants under the 1969 Agreements and Schedule D. Mr. Williamson's letter is sent in the context of [REDACTED]. Mr. Williamson provides his legal analysis to the Estate's joint rights holder as to [REDACTED]. As is discussed above, the Estate and HarperCollins worked together to formulate positions and policies regarding third party requests or potential infringement of the Tolkien Works. Here, Mr. Williamson is providing legal analysis and advice on a matter of common interest. The legal interests of the Estate and HarperCollins were squarely aligned. The document is a protected common interest communication.

25. **Document No. 518:** The documents logged as Nos. 518 and 518A-I consist of 10 attachments to a September 1, 2010 cover email from HarperCollins' Finance Director, Ed Kielbasiewicz to HarperCollins' General Counsel, Simon Dowson-Collins. During privilege review, the original cover email and many of the attachments were deemed to be non-responsive, [REDACTED] a matter irrelevant to the issues in dispute in this case. (Other of the attachments were produced in another form, as set forth below). However, due to an administrative error in culling the document electronically, the cover email was pulled as non-responsive, but the attachments were inadvertently logged in error. None of the documents identified as No. 518 should be produced, as they are either (a) non-responsive, (b) privileged or (c) have been produced in another form. Specifically:

(a) No. 518 is a cover email between HarperCollins executive (Mr. Kielbasiewicz) and HarperCollins' General Counsel (Mr. Dowson-Collins), in which Mr. Kielbasiewicz seeks legal advice about [REDACTED]. It is non-responsive, but also privileged on its face and highly confidential. As noted, it had originally been culled as non-responsive.

(b) No. 518A is an attachment to the original privileged email. It is an email from Robin Thomson (HarperCollins royalty department) to Mr. Kielbasiewicz, forwarding an email from Gloria Adams (assistant in HarperCollins' legal department) to David Brawn and Robin Thomson, cc David Daley, a HarperCollins in-house attorney. That email attaches an email from General Counsel Mr. Dowson-Collins to Cathleen Blackburn. The subject, [REDACTED]. The attachment is non-responsive, but also privileged and confidential.

(c) No. 518B is an attachment to the original privileged email. It is an email from Mr. Thomson to Mr. Kielbasiewicz, forwarding an email chain between attorney David Daley and Robin Thomson, again discussing division of revenues between the Estate and HarperCollins. These emails are non-responsive, but also privileged and confidential. No. 518B also attaches (i) a copy of the executed stage rights amendment dated as of September 27, 2006. That amendment has previously been produced, as PLAINTIFFS025830-847; (ii) a copy of an October 27, 2006 letter and royalty statement from Zaentz to HarperCollins, previously produced as PLAINTIFFS025823-24 and 25828-29; and (iii) a letter dated May 11, 2007 from Gavin Stenton, an attorney at the law firm Manches LLP (counsel for the Estate), to Robin Thomson, cc David Brawn, David Daley and Zaentz executive Al Bendich, which discusses stage rights royalties and is wholly non-responsive, as evidenced by the fact that Zaentz did not produce this document from its own files.

(d) No. 518C is an attachment to the original privileged email. It is an email from Mr. Thomson to Mr. Kielbasiewicz, forwarding an email from attorney David



1 Daley to Robin Thomson, [REDACTED]  
2 [REDACTED]. The emails are non-responsive, but also privileged and  
3 confidential. No. 518C also attaches three documents: (i) a copy of the November  
4 16, 1981 letter agreement, previously produced as PLAINTIFFS037652-657; (ii) a  
5 copy of the October 20, 1975 amendment to the 1969 agreements, previously  
6 produced as PLAINTIFFS006098-6104; and (iii) a file memorandum prepared by  
7 Dick Williamson, sent to HarperCollins as joint copyright holder, in which Mr.  
8 Williamson provides his legal interpretation and analysis of [REDACTED]  
9 [REDACTED]  
10 [REDACTED]. Mr. Williamson also discusses in detail the legal advice and  
11 analysis received from outside counsel Saul Meyers and Harold Berkowitz (from  
12 the law firm of Szold, Brandwen, Meyers & Altman) – the New York lawyers who  
13 negotiated the 1969 Agreements on behalf of the Estate and HarperCollins. This  
14 last attachment clearly reflects the impressions and legal conclusions of Messrs.  
15 Williamson, Meyers and Berkovitz, as well as confidential communications  
16 between the New York lawyers and their clients concerning [REDACTED]  
17 [REDACTED]. The document is plainly privileged.

18 (e) No. 518D is an attachment to the original privileged email. It is an email  
19 from Mr. Thomson to Mr. Kielbasiewicz, forwarding an email chain between  
20 HarperCollins in house attorney David Daley, HarperCollins General Counsel  
21 Simon Dowson-Collins, Robin Thomson and David Brawn, again discussing  
22 division of revenues between the Estate and HarperCollins. The email reveals the  
23 legal advice, mental impressions and conclusions of HarperCollins' in house  
24 attorneys concerning both [REDACTED]  
25 [REDACTED]. The emails  
26 are non-responsive, but also privileged and confidential. Earlier emails in the chain  
27 are between Cathleen Blackburn, Robin Thomson and David Brawn. In these  
28 emails, Ms. Blackburn provides her legal analysis concerning [REDACTED]

[REDACTED]. These are matters of common interest, and are protected from discovery. The remaining discussion [REDACTED] [REDACTED] which, again, is wholly non-responsive.

(f) No. 518E is an attachment to the original privileged email. It is an email from Mr. Thomson to Mr. Kielbasiewicz, forwarding an email chain between HarperCollins in house attorney David Daley, HarperCollins General Counsel Simon Dowson-Collins, Robin Thomson and David Brawn, again discussing [REDACTED]. The email is an attorney-client privileged communication between HarperCollins employees and HarperCollins in house counsel, and it reveals the legal advice, mental impressions and conclusions of HarperCollins' in house attorneys concerning [REDACTED]. The emails are non-responsive, but also privileged and confidential. The earlier emails in the chain, between Cathleen Blackburn and Robin Thomson, are the same emails discussed in No. 518D, and should not be disclosed for the reasons discussed above.

(g) No. 518F is an attachment to the original privileged email. It is an email from Mr. Thomson to Mr. Kielbasiewicz, forwarding an email chain between HarperCollins in house attorney David Daley, HarperCollins General Counsel Simon Dowson-Collins, Robin Thomson and David Brawn. It is essentially a continuation of the discussion described in 518D and E, concerning [REDACTED]. For the reasons discussed above, the attachment is non-responsive, privileged and highly confidential.

(h) No. 518G is an attachment to the original privileged email. It is an email from Mr. Thomson to Mr. Kielbasiewicz, forwarding the email chain between Cathleen Blackburn, Robin Thomson and David Brawn discussed in Nos. 518D-F,

1 above. For the reasons discussed above, the attachment should not be produced.  
2 However, the document also attaches a December 2, 1936 Agreement between  
3 Professor Tolkien and George Allen & Unwin, Ltd, which was previously produced  
4 as PLAINTIFFS044328-42330A.

5 (i) No. 518H is an attachment to the original privileged email. It is an email  
6 from Mr. Thomson to Mr. Kielbasiewicz. The email makes clear that all of the  
7 previous attachments discussed herein as 518A-G, are privileged – Mr. Thomson  
8 notes that he will be forwarding [REDACTED]

9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 This demonstrates that this entire Document No. 518, reflects the legal  
13 investigation and analysis of HarperCollins attorney David Daley and are is  
14 privileged (in addition to being non-responsive). The document also forwards the  
15 exchange between Cathleen Blackburn, Robin Thomson and David Brawn  
16 discussed in Nos. 518D-F, above. And, it attaches a series of royalty statements  
17 from Zaentz which were previously produced as PLAINTIFFS001472-1493.

18 (j) No. 518I is an attachment to the original privileged email. It is an email  
19 from Mr. Thomson to Mr. Kielbasiewicz, forwarding an email chain between  
20 HarperCollins attorneys David Daley and Simon-Dowson Collins and Harper  
21 Collins employees David Brawn, Robin Thomson and Ed Kielbasiewicz, reflecting  
22 counsel's legal advice and analysis. It also includes a draft email prepared by  
23 David Daley, which Mr. Thomson indicates was never sent. The document is non-  
24 responsive, but it is also is an attorney client privileged document and an attorney  
25 work product communication between HarperCollins and its in house counsel.

26 **26. Document No. 842:** This document is a 2011 email chain discussing  
27 [REDACTED]  
28 [REDACTED]

1 [REDACTED]. The chain begins with an email dated February 16, 2011,  
2 from Lucy Vanderbilt, Group Rights Director at HarperCollins, to Simon Dowson-  
3 Collins, General Counsel for HarperCollins, asking for legal advice and assistance  
4 on the issue and forwarding an earlier email discussion between Ms. Vanderbilt and  
5 Juliet Mason at Zaentz. Ms. Vanderbilt's email to Mr. Dowson-Collins is  
6 forwarded to various people within HarperCollins: Robin Thompson (royalties  
7 department at HarperCollins), Ed Kielbasiewicz (HarperCollins' Finance Director  
8 and Company Secretary), David Brawn and Eleanor Goymer (head of fiction  
9 publishing rights at HarperCollins). The email chain continues among these  
10 internal HarperCollins recipients, and the discussion centers around [REDACTED]  
11 [REDACTED]. Because questions are posed to Mr.  
12 Dowson-Collins, the document constitutes an attorney-client privileged  
13 communication. However, in reviewing the document for this in camera  
14 submission, we realized that the document should more appropriately have been  
15 redacted, since the portion of the email chain constituting the discussion between  
16 Ms. Vanderbilt and Ms. Mason (from Zaentz) is not privileged. We will therefore  
17 produce the document in redacted form.

18 **27. Document No. 852:** This is a letter from David Brawn at  
19 HarperCollins to Cathleen Blackburn dated November 21, 1997, concerning [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]. The communication is made to facilitate Ms. Blackburn's  
26 protection of the Estate and HarperCollins' jointly held rights. The Estate and  
27 HarperCollins' legal interests are aligned, and Ms. Blackburn and Mr. Brawn were  
28

1 working together to further that common legal interest. The document is thus  
2 protected from disclosure.

3 **28. Document No. 936:** This is a letter from Rayner Unwin to Dick  
4 Williamson dated February 2, 1982. Mr. Unwin details [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]. Mr.  
11 Unwin, on behalf of HarperCollins' predecessor George Allen & Unwin, co-owner  
12 with the Estate of intellectual property, is seeking legal advice from Mr.  
13 Williamson regarding [REDACTED]  
14 [REDACTED]. The common interest  
15 privilege applies in this context.

16 **29. Document No. 992:** This is a memo dated December 19, 1991 from  
17 Mary Butler, former publishing executive at HarperCollins, to Pam White, a  
18 HarperCollins Rights and Contracts Manager. Prior to sending the memo, Ms.  
19 Butler had discussed with Dick Williamson whether the Estate and HarperCollins,  
20 as joint copyright owners in and to the Tolkien Works, [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]. It is protected by the common interest privilege.  
28

1           **30. Document No. 1005:** This is a letter from Cathleen Blackburn to  
2 HarperCollins' Mary Butler dated July 22, 1993, enclosing a draft letter to Laurie  
3 Battle (licensing executive at Zaentz) and an accompanying draft table, concerning  
4 computer games. (The draft was logged separately and is not part of this  
5 document). At the time, the Tolkien/HC Parties and Zaentz were engaged in a  
6 dispute over computer games. Zaentz had begun to contend that the newer types of  
7 computer games being developed by HarperCollins' third party licensee under  
8 certain 1990 and 1991 licenses were more "graphics-based" than "text-based," and  
9 thus more appropriately fell on Zaentz's side of the "line." As joint rights holders  
10 in the Tolkien Works, the Tolkien Estate and HarperCollins were working closely  
11 together to protect their jointly held rights and in anticipation of potential litigation  
12 with Zaentz. In the course of this dispute, Laurie Battle had asked Ms. Blackburn  
13 to prepare a chart detailing the computer games that had been licensed by  
14 HarperCollins to date, and to provide a "clear picture" of the history of such  
15 licensing. Ms. Blackburn had indicated to Ms. Battle that she would be soliciting  
16 the assistance of Mary Butler in that endeavor. This document was prepared to  
17 facilitate Ms. Blackburn's and Ms. Butler's joint efforts to deal with Zaentz on the  
18 disputed computer games issue and protect and assert the Tolkien/HC Parties'  
19 common legal interests.

20           **31. Document No. 1040.** This is a letter from Rayner Unwin to Dick  
21 Williamson discussing an enclosed letter from Beam Software (which has been  
22 produced as PLAINTIFFS037190-91). The document reflects [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]. The Tolkien Estate and HarperCollins were working  
27 together to protect and enforce their jointly-held rights in and to the Tolkien Works.  
28 The document is thus protected as a common interest communication.

1           **32. Document No. 1062.** This is a typewritten agenda in preparation for a  
2 meeting between HarperCollins and Dick Williamson, with handwritten notes,  
3 dated June 29, 1988. We believe that the document was prepared by Mary Butler,  
4 and that the handwritten notes were made by Ms. Butler during the meeting,  
5 reflecting matters that were discussed at the meeting. Many of the matters listed in  
6 the document are wholly irrelevant to the disputed issues in this litigation and are  
7 not responsive to Defendants' document requests (as narrowed by the parties' meet  
8 and confer discussions). There are, however, several issues discussed concerning

9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]. The document

14 reflects privileged communications on matters of common interest. Defendants are  
15 not entitled to discover what legal and commercial issues the parties were  
16 discussing concerning their shared rights, at any given time.

17           **33. Document No. 1072.** In this February 4, 1988 letter to Dick  
18 Williamson, Rayner Unwin solicits Mr. Williamson's legal advice in connection  
19 with [REDACTED]

20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED] The document clearly

23 seeks Mr. Williamson's legal advice on matters of common interest between the  
24 Tolkien Estate and HarperCollins, and is privileged and protected from disclosure.

25           **34. Document No. 1088.** This draft agenda was prepared by Cathleen  
26 Blackburn to outline matters to be discussed with HarperCollins and Tolkien Estate  
27 representatives at an upcoming meeting. Although the document primarily lists  
28 matters which are wholly irrelevant to the disputed issues in this litigation and



1 which are not responsive to Defendants' document requests (as narrowed by the  
2 parties' meet and confer discussions), there are several matters which relate to legal  
3 issues concerning [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]. These are matters of common  
7 interest between the Tolkien Parties and their joint rights holders, HarperCollins.  
8 Defendants are not entitled to discover what issue the Tolkien/HC Parties' counsel  
9 deemed critical or important at any given time, as those decisions necessarily reflect  
10 the legal advice, mental impressions and legal conclusions of counsel, including on  
11 matters in dispute in this litigation. For the reasons discussed above, the document  
12 is privileged and protected from disclosure.

13 **35. Document No. 1090.** This agenda was prepared by Cathleen  
14 Blackburn in advance of a meeting on March 27, 2001. It contains the handwritten  
15 notes of David Brawn, which we believe were made at the meeting with Ms.  
16 Blackburn. The document details several matters which relate to legal issues  
17 concerning [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED] another matter of common interest  
24 among the parties. The agenda items themselves, and Mr. Brawn's handwritten  
25 notes on these items, reveal the legal advice, mental impressions and legal  
26 conclusions of counsel on matters of common interest between HarperCollins and  
27 the Tolkien Estate. For the reasons set forth above, the document is privileged.  
28

1           **36. Document No. 1091.** This is a faxed memorandum from Cathleen  
2 Blackburn to Nicola Holmes in the Legal and Contracts department at  
3 HarperCollins. The memo discusses [REDACTED]  
4 [REDACTED] [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED] and HarperCollins had sought the legal advice of  
12 Cathleen Blackburn on the matter. In this document, Ms. Blackburn discusses her  
13 legal interpretation and analysis regarding the [REDACTED]  
14 [REDACTED]  
15 [REDACTED] The document discloses Ms. Blackburn's legal analysis,  
16 interpretation and advice on matters of common interest between the Estate and  
17 HarperCollins. It should not be produced.

18           **37. Document No. 1098.** In this July 17, 1996 letter from Cathleen  
19 Blackburn to David Brawn, Ms. Blackburn sets out her legal advice, mental  
20 impressions and legal conclusions concerning [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

1 [REDACTED]  
2 [REDACTED]. Ms.

3 Blackburn does so in furtherance of the parties' shared legal and commercial rights.  
4 The communication is protected by the common interest privilege.

5 **38. Document No. 1106.** This is an April 23, 1999 fax letter from  
6 Cathleen Blackburn to the Tolkien Estate's U.S.-based outside counsel, Jeremy  
7 Nussbaum of the Kay Collyer &Boose firm, seeking legal consultation and advice  
8 concerning [REDACTED]

9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED].  
13 This is clearly an attorney-client privileged communication. It also reveals Ms.  
14 Blackburn's mental impressions, legal conclusions and analyses, and thus the  
15 document constitutes attorney work product as well.

16 **39. Document No. 1107.** This is an April 26, 1999 faxed letter from  
17 Cathleen Blackburn to David Brawn, concerning [REDACTED]  
18 [REDACTED]. The letter attaches the April 26, 1999 fax  
19 from Ms. Blackburn to Christopher Tolkien attaching her letter to outside counsel  
20 Jeremy Nussbaum, separately logged as No. 241 (Issue No. 21, above). As  
21 discussed above in Issue Nos. 20 and 21, the matter being discussed between and  
22 among the Estate, HarperCollins, and counsel is the legal dispute with Zaentz  
23 regarding [REDACTED]

24 [REDACTED]  
25 [REDACTED]. As joint rights holders in and to the Tolkien Works, the  
26 Tolkien/HC Parties shared a common interest privilege with respect to  
27 administration and licensing of their joint rights, including with respect to [REDACTED]  
28 [REDACTED]

[REDACTED]. Here again, defendants are not entitled to discover what legal disputes Ms. Blackburn was discussing with the Estate's joint copyright holder, HarperCollins, at any given time.

██████████ These legal matters were discussed in confidence by joint rights holders in furtherance of protecting and asserting their shared rights. The document should not be produced.

the document reveals the mental impressions and conclusions of counsel on a matter of common interest between the Estate and HarperCollins. Mr. Williamson further advises Mr. Unwin as to how he believes the Tolkien/HC Parties should handle certain of these matters. Mr. Williamson is clearly providing legal advice on matters of common interest between the Tolkien Estate and HarperCollins to protect and enforce their jointly held rights [REDACTED].

The document is protected by the common interest privilege.

**42. Document No. 1166.** This is a letter from Dick Williamson to Rayner Unwin dated December 24, 1985 concerning a third party permission request to produce a dramatic performance of The Hobbit. Mr. Unwin had sent the request to Mr. Williamson to seek his legal advice and counsel as to [REDACTED]. In this document, Mr. Williamson provides his legal advice and conclusions on the subject, as well as [REDACTED]. Mr. Williamson's legal advice as to how to best protect and enforce the Tolkien Estate and HarperCollins' jointly held rights, are matters of common legal and commercial interest between the Estate and HarperCollins.

**43. Document No. 1167.** This is a letter dated December 3, 1985 from Rayner Unwin to Dick Williamson, enclosing correspondence concerning a third party permission request about a potential theme park (the enclosure is not included as part of this document). Mr. Unwin notes [REDACTED] and asks Mr. Williamson to provide his legal opinion. The matter at issue involves efforts to assert and protect the Tolkien Estate and HarperCollins' jointly held rights vis-à-vis third parties. The document is protected as a common interest communication.

**44. Document No. 1185.** This is an April 11, 1984 letter from Rayner Unwin to Dick Williamson concerning [REDACTED]

[REDACTED]. The document reveals communications about matters of common interest, including [REDACTED]

[REDACTED]. The document is a protected common interest communication.

45. **Document No. 1202.** This March 4, 1982 letter from Dick Williamson to Mr. Stuart A. Galloway, Esq. has already been produced as PLAINTIFFS010650 and again as PLAINTIFFS013142. The document was mistakenly put on the privilege log in error.

46. **Document No. 1212.** This letter from Dick Williamson to Rayner Unwin dated December 23, 1982 relates to [REDACTED]

[REDACTED]. The “Roy Gainsburg” to which Mr. Williamson refers is an attorney at Szold & Brandwen in New York – outside counsel who was advising the Tolkien/HC Parties in connection with this and other matters. The document is protected as a common interest communication.

47. **Document No. 1221.** In or about the spring of 1983, the Tolkien/HC Parties had discovered an infringing product – the Hobbit Icon Mini-Computer.

[REDACTED]. In this June 28, 1983 letter, Rayner Unwin is seeking Mr. Williamson’s legal advice as to [REDACTED]

[REDACTED]. This is a common interest communication concerning a legal matter

1 involving the protection and enforcement of the Tolkien/HC Parties' jointly held  
2 rights, and is thus protected from disclosure.

3 **48. Document No. 1223.** This document has already been produced as  
4 PLAINTIFFS044226. The document was mistakenly put on the privilege log in  
5 error. However, because it is a non-identical copy of the previously produced  
6 document (it has a few handwritten notations), the Tolkien/HC Parties will produce  
7 this version of the document to defendants.

8 **49. Document No. 1253.** In this March 26, 1987 document, Rayner  
9 Unwin seeks Mr. Williamson's legal advice as to [REDACTED]  
10 [REDACTED]  
11 [REDACTED]. The Estate's and HarperCollins' legal and commercial interests in  
12 dealing with this third party are wholly aligned, and Mr. Unwin and Mr.  
13 Williamson were working together [REDACTED]  
14 [REDACTED]. The document is a protected common interest  
15 communication.

16 **50. Document No. 1262.** This document is an agenda outlining matters  
17 to be discussed at an upcoming Tolkien Committee Meeting between Cathleen  
18 Blackburn, representatives of HarperCollins, and representatives of the Tolkien  
19 Estate. Although the document primarily lists matters which are wholly irrelevant  
20 to the disputed issues in this litigation and which are not responsive to Defendants'  
21 document requests (as narrowed by the parties' meet and confer discussions), there  
22 are several matters which relate to legal issues concerning [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]

27 Each of these identified categories relates to subjects of shared legal interest  
28 between the Estate and HarperCollins vis-a- vis third parties, and the Tolkien/HC



Parties were meeting to discuss these issues and to formulate positions and responsive action items in order to protect and enforce their jointly-held rights. Defendants are not entitled to discover what particular legal issues the Tolkien/HC Parties were discussing at any given time.

**51. Document No. 1276.** This is an agenda detailing matters to be discussed between the Tolkien/HC Parties and Mr. Williamson at an upcoming meeting. Although the document primarily lists matters which are wholly irrelevant to the disputed issues in this litigation and which are not responsive to Defendants' document requests (as narrowed by the parties' meet and confer discussions), there are several matters which relate to legal issues concerning [REDACTED]

These are matters of shared legal interest between the Tolkien Parties and their joint rights holders, HarperCollins. This is a protected common interest communication.

**52. Document No. 1286.** These are Mary Butler's notes of her conversation with Dick Williamson on August 28, 1991. Although the document discusses matters which are wholly irrelevant to the disputed issues in this litigation and which are not responsive to Defendants' document requests (as narrowed by the parties' meet and confer discussions), there are several matters reflected which relate to legal issues concerning [REDACTED]

These were matters of shared legal and commercial interest between the Estate and HarperCollins, and Ms. Butler's communications with Mr. Williamson were made in furtherance of their commonly-held rights. This is a protected common interest communication. Defendants are not entitled to discover what particular legal issues

the Tolkien/HC Parties were discussing at any given time particularly where, as here, those interests are aligned as against Zaentz (and other third parties).

53. **Document No. 1289.** These are Mary Butler's notes of a meeting with Dick Williamson on January 21, 1990. Although the document discusses matters which are wholly irrelevant to the disputed issues in this litigation and which are not responsive to Defendants' document requests (as narrowed by the parties' meet and confer discussions), there are several matters reflected which relate to legal issues concerning [REDACTED]

[REDACTED]. The document clearly reflects the mental impressions and conclusions of counsel: it discusses, for example, communications between Mr. Williamson and outside counsel Paul Slevin about [REDACTED]

[REDACTED]. It also reflects the legal advice of in house HarperCollins attorney Patrick Swaffer concerning [REDACTED]. [After the Tolkien/HC Parties' filed their Confidential In Camera Brief, they learned that Mr. Swaffer was former outside counsel for HarperCollins.] Because it reflects the legal advice, mental impressions and conclusions of counsel on matters of common interest, the document should not be produced.

54. **Document No. 1315.** This document is an agenda outlining matters to be discussed at an upcoming Tolkien Committee Meeting between Dick Williamson, Cathleen Blackburn, Rayner Unwin, David Young and Mary Butler. Although the document primarily lists matters which are wholly irrelevant to the disputed issues in this litigation and which are not responsive to Defendants'

document requests (as narrowed by the parties' meet and confer discussions), there are several matters which relate to legal issues concerning [REDACTED]. The document also contains Mary Butler's handwritten notes, taken at the meeting to memorialize issues discussed. These notes reflect subjects of shared legal interest between the Estate and HarperCollins, vis-a- vis Zaentz, and the Tolkien/HC Parties' shared legal positions and conclusions concerning such matters, such as, for example, [REDACTED].

These communications were made (and the notes memorializing them were taken) in order to protect and enforce the Tolkien/HC Parties' jointly-held rights. Defendants are not entitled to know what legal issues the Tolkien/HC Parties discussed at any given time. The document is a protected common interest communication.

**55. Document No. 1324.** This is an agenda detailing matters to be discussed between the Tolkien Parties, the HarperCollins Parties, Cathleen Blackburn and HarperCollins in-house counsel Adrian Laing. Although the privilege log dates this document as January 10, 2000, that is a typographical error. Plaintiffs have confirmed that the date of the document is January 10, 1995. Although the document primarily lists matters which are wholly irrelevant to the disputed issues in this litigation and which are not responsive to Defendants' document requests (as narrowed by the parties' meet and confer discussions), there are several matters which relate to legal issues concerning [REDACTED]. The document indicates which legal matters are going to be

addressed by attorney Adrian Laing (“AL” in the document) and that Jim Fox, another in house attorney for HarperCollins, will be briefed by Mr. Laing about [REDACTED]. Defendants are not entitled to discover what issue the Tolkien/HC Parties’ counsel jointly deemed critical or important at any given time, nor are they permitted to learn what matters were being handled by HarperCollins in house counsel at any given time, as those decisions necessarily reflect the legal advice, mental impressions and legal conclusions of counsel. For the reasons discussed above, the document is privileged.

56. **Document No. 1326.** This is the same document as Document No. 59 (Issue No. 7), above, except that it contains additional handwritten notes of Mary Butler concerning the discussions she had with Ms. Blackburn on the subjects listed. For the reasons set forth above, the document is privileged.

57. **Document No. 1334.** This is an agenda detailing matters to be discussed between the Tolkien/HC Parties and Cathleen Blackburn at an upcoming meeting. Although the document primarily lists matters which are wholly irrelevant to the disputed issues in this litigation and which are not responsive to Defendants’ document requests (as narrowed by the parties’ meet and confer discussions), there are several matters which relate to legal issues concerning [REDACTED]

[REDACTED]. These are all subjects of shared legal and commercial interest between the Estate and HarperCollins, and the Estate and HarperCollins were working jointly to further those common interests as against third parties.

58. **Document No. 1369.** This is a June 5, 1984 letter from David Fielder, editorial director at HarperCollins, to Dick Williamson, concerning [REDACTED]

[REDACTED]. Mr. Williamson had been providing legal advice to the

1 Estate and HarperCollins jointly as to [REDACTED]

2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]. The letter is both a  
8 follow up and a precursor to legal discussions between Mr. Williamson and  
9 HarperCollins impacting the parties shared legal rights vis-à-vis third parties Beam  
10 and Zaentz. The document is a protected common interest communication.

11 **59. Document No. 1418.** This is the same document as Document No.  
12 1088 (Issue No. 34, above). For the reasons set forth above, the document is  
13 privileged.

14 **60. Document No. 1433.** This is an agenda prepared by Cathleen  
15 Blackburn detailing matters to be discussed between the Tolkien Estate and their  
16 attorney, Cathleen Blackburn, at an upcoming meeting on July 16, 2007. Although  
17 the document primarily lists matters which are wholly irrelevant to the disputed  
18 issues in this litigation and which are not responsive to Defendants' document  
19 requests (as narrowed by the parties' meet and confer discussions), there are several  
20 matters which relate to legal issues concerning [REDACTED]

21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]. The  
25 document was prepared as a precursor to discussions between Ms. Blackburn and  
26 her clients; defendants are not entitled to discover what issue the Tolkien Parties'  
27 counsel deemed critical or important at any given time, as those decisions  
28

necessarily reflect the legal advice, mental impressions and legal conclusions of counsel. For the reasons discussed above, the document is privileged.

**61. Document No. 1457.** This document consists of an email from HarperCollins' David Brawn to HarperCollins in house attorney David Daley and HarperCollins marketing executive Barry Clark, forwarding an email from Cathleen Blackburn (via her assistant Ms. Peedell) and an attached summary of meeting between HarperCollins executives David Brawn, Barry Clark, David Daley, Cathleen Blackburn and her colleague at Manches, attorney Edward Humphries. This attached meeting summary details legal matters which were discussed at the meeting, including [REDACTED]

[REDACTED]. The document plainly reflects advice, and mental impressions and conclusions of counsel for HarperCollins and counsel for the Tolkien Estate, who were working together to further their shared legal and commercial interests as joint rights holders.

**62. Document No. 1470.** This is a letter dated September 12, 1969 from Rayner Unwin to Dick Williamson, concerning the negotiation and execution of the contracts at the heart of this litigation – the 1969 Agreements and Schedules D. Mr. Williamson provided legal advice to the Estate and HarperCollins on these matters, as joint rights holders. [REDACTED]

[REDACTED]. The document reflects shared legal matters between the Estate and HarperCollins concerning the state and status of these contracts; this common interest communication should not be produced.

**63. Document No. 1524.** These are undated handwritten notes prepared by Mary Butler addressing various issues impacting the Estate and HarperCollins' shared legal and commercial rights. Most of the notes discuss matters which are wholly irrelevant to the disputed issues in this litigation and which are not

responsive to Defendants' document requests (as narrowed by the parties' meet and confer discussions). There are, however, several matters which relate to legal issues concerning [REDACTED]. [REDACTED]. The document reflects legal discussions Ms. Butler was having with Ms. Blackburn at the time concerning [REDACTED]. Defendants are not entitled to discover what shared legal issues the Estate and HarperCollins were discussing at the time. These are protected common interest communications.

64. **Document No. 1525.** This is a letter from Dick Williamson to Rayner Unwin dated December 29, 1983. It is sent in connection with the dispute between the Tolkien/HC Parties and Zaentz concerning [REDACTED]. [REDACTED]. The document reflects Mr. Williamson's legal advice, mental impressions and conclusions and legal opinions and strategy [REDACTED] with respect to this matter of shared legal interest.

65. **Document No. 1575.** This is a letter dated August 3, 2000 from Cathleen Blackburn to the Tolkien Estate's U.S.-based outside counsel, Jeremy Nussbaum of the law firm of Kay Collyer & Boose. Ms. Blackburn solicits Mr. Nussbaum's legal advice concerning [REDACTED]. [REDACTED]. The document unquestionably is protected by the attorney-client privilege and the attorney work product doctrine.

66. **Document No. 1801.** This is a memorandum prepared by the Tolkien Estate's attorney, Cathleen Blackburn, summarizing her mental impressions and



1 legal conclusions following a July 24, 2001 meeting with representatives from  
2 Zaentz. Mr. Nussbaum, the Tolkien Estate's U.S.-based outside counsel, and Ms.  
3 Blackburn's colleague, attorney Edward Humphries, were also in attendance.

4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]. Messrs. Nussbaum and Humphries and Ms.  
8 Blackburn were not acting in a "business capacity," contrary to what Defendants  
9 would have the Court believe. These attorneys attended the meeting as counsel for  
10 the Tolkien Parties, to protect and assert their clients' legal rights (as well as those  
11 of joint rights holders HarperCollins). These notes by the Tolkien Estate's counsel  
12 are unquestionably her attorney work product, and they are not discoverable. They  
13 reflect her mental impressions and conclusions, in that they reveal what she felt was  
14 important to memorialize, and her interpretation of the matters discussed at the  
15 meeting. Additionally Ms. Blackburn prepared these notes for her client  
16 Christopher Tolkien's information, and another identical version of this document  
17 was forwarded to Mr. Tolkien. Accordingly, even if the work product doctrine did  
18 not apply, the document is protected by the attorney-client privilege. We note that  
19 Warner has withheld similar documents prepared by its in house attorney Ben  
20 Zinkin.

21 **67. Document No. 1828.** This is an email from HarperCollins' David  
22 Marshall to Cathleen Blackburn dated August 11, 1998, seeking her legal advice [REDACTED]

23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 As is set forth above, employees of HarperCollins regularly sought Ms.  
28 Blackburn's legal advice and counsel in dealing with third parties concerning rights

1 jointly held by the Estate and HarperCollins, and Ms. Blackburn provided that legal  
2 advice as to how to best protect and assert those commonly held rights. This  
3 document concerns subjects of shared legal interests between the Estate and  
4 HarperCollins, and Ms. Blackburn and Mr. Marshall were working jointly to further  
5 that common legal interest as against third parties.

6 **68. Document No. 1829.** This email is Ms. Blackburn's response to Mr.  
7 Marshall's request for legal advice concerning [REDACTED]  
8 referenced in Document No. 1828, above. Ms. Blackburn provides Mr. Marshall  
9 with her legal analysis of [REDACTED]  
10 [REDACTED]  
11 [REDACTED]. The document reflects Ms. Blackburn's legal  
12 advice, analysis, mental impressions and conclusions, and is a protected common  
13 interest document for the reasons set forth above.

14 **69. Document No. 2057.** This document is a September 6, 1989 letter  
15 from Dick Williamson to Nigel Palmer, a solicitor at S.J. Berwin & Co.  
16 specializing in film and television. Mr. Palmer was retained to represent and advise  
17 the Estate and consult with Mr. Williamson in connection with [REDACTED]  
18 [REDACTED]  
19 [REDACTED]. In this document, Mr. Williamson provides his analysis of the factual and  
20 legal history, provides his legal opinion and contractual analysis as to [REDACTED]  
21 [REDACTED] flags various legal questions and concerns, for which he and the  
22 Estate seek Mr. Palmer's advice, given his specialized knowledge bearing on the  
23 issues under negotiation. He does so in order to give solicitor Palmer the  
24 background factual information and legal landscape, so that Mr. Palmer can provide  
25 legal advice to the Estate. The document also reflects communications Mr.  
26 Williamson had with Professor Tolkien and other Estate representatives. The  
27 document is protected under the attorney-client privilege and attorney work product  
28

doctrines, as would be any other communication between co-counsel on such legal matters.

70. **Document No. 2127.** This document is an Attendance Note prepared by Cathleen Blackburn reflecting her conversation with her clients Christopher and Baillie Tolkien on July 26, 2001. Most of the document concerns matters which are wholly irrelevant to the disputed issues in this litigation and which are not responsive to Defendants' document requests (as narrowed by the parties' meet and confer discussions). There is a section, however, detailing Ms. Blackburn's discussions with her clients concerning [REDACTED]

[REDACTED]. The discussion is rife with Ms. Blackburn's mental impressions and conclusions, as well as her legal advice as [REDACTED]

[REDACTED]. The document is protected under the attorney-client privilege and attorney work product doctrine.

71. **Document No. 2129.** This is a letter from HarperCollins' David Marshall to Cathleen Blackburn dated July 11, 2001. Mr. Marshall is seeking legal advice from Ms. Blackburn concerning [REDACTED]

[REDACTED]. This is a protected common interest communication.

72. **Document No. 2158.** This is a letter from Dick Williamson to his client, Christopher Tolkien, copying Rayner Unwin, dated May 31, 1979. The

1 letter discusses [REDACTED]

2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]. Mr. Williamson also  
7 discusses his strategy [REDACTED]

8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]. The  
11 document reflects Mr. Williamson's legal advice to his client, and also reflects his  
12 analysis, mental impressions and conclusions, and thus the communication is  
13 protected by the attorney-client privilege and the attorney work product doctrine.  
14 The fact that Mr. Unwin is copied does not destroy the privilege, as HarperCollins  
15 and the Estate had a common interest in acting together vis-à-vis third parties such  
16 as Zaentz to protect and assert their jointly held rights.

17 **73. Document No. 2191.** This is a February 24, 2000 letter from  
18 Cathleen Blackburn to her client, Priscilla Tolkien, in which she provides her legal  
19 advice and analysis concerning [REDACTED]

20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]. She also describes her  
25 conversation with another Tolkien representative, Christopher Tolkien, and details  
26 his confidentially-communicated views on the matter. The document is a protected  
27 attorney-client privileged communication; it is also protected as attorney work  
28 product because it reveals the mental impressions and conclusions of counsel.

1           **74. Document No. 2196.** In this March 19, 1996 letter to David Marshall,  
2 Cathleen Blackburn responds to Mr. Marshall's request for legal advice as to [REDACTED]

3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]. Ms. Blackburn provides her legal analysis and advice, and her  
6 recommendation as to how the matter should be handled. The document is a  
7 common interest communication designed to protect, assert and enforce the  
8 Tolkien/HC Parties' jointly-held rights vis-à-vis third parties.

9           **75. Document No. 2198.** This is a cover letter from Cathleen Blackburn  
10 to Rayner Unwin enclosing the same agenda contained in Document No. 202 (Issue  
11 No. 18), above. The matters discussed in the agenda are subjects of shared legal  
12 and commercial interest between the Estate and HarperCollins, as joint rights  
13 holders; the Estate and HarperCollins were working together to further those  
14 common interests and against third parties, including Zaentz. For the reasons  
15 discussed above, the document should not be disclosed.

16           **76. Document No. 2200.** This is a cover letter from Cathleen Blackburn  
17 to David Brawn enclosing the same agenda contained in Document No. 202 (Issue  
18 No. 18) and Document No. 2198 (Issue No. 75), above. The matters discussed in  
19 the agenda are subjects of shared legal and commercial interest between the Estate  
20 and HarperCollins, as joint rights holders; the Estate and HarperCollins were  
21 working together to further those common interests and against third parties. For  
22 the reasons discussed above, the document should not be disclosed.

23           **77. Document No. 2202.** This is a fax from David Brawn to Cathleen  
24 Blackburn dated February 11, 2003 enclosing a third party permission request. The  
25 enclosure is not part of this document and has been separately produced as  
26 PLAINTIFFS012531-33. The document also contains a handwritten notation from  
27 Ms. Blackburn reflecting her mental impressions and conclusions as to how the  
28 matter should be handled. [REDACTED]

[REDACTED]  
[REDACTED]. As a result the common interest privilege applies to protect the document from disclosure.

78. **Document No. 2237.** This is a presentation document created by HarperCollins and provided to Cathleen Blackburn in connection with a meeting dated March 18, 2004. The meeting – and the document prepared for the meeting – was designed to further the common legal and commercial interests shared by and between the Tolkien Estate and HarperCollins respecting the Tolkien Works. The document is intended to act as an Agenda for the matters to be discussed with Ms. Blackburn (see p. 2). Most of the document concerns matters which are wholly irrelevant to the disputed issues in this litigation and which are not responsive to Defendants’ document requests (as narrowed by the parties’ meet and confer discussions). There is a section, however, entitled [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]. The document also contains Ms. Blackburn’s handwritten notes reflecting her mental impressions and conclusions on these matters. These are all subjects of shared legal interest between the Estate and HarperCollins, and the Estate and HarperCollins were working jointly to further those common interests as against third parties, including Warner and Zaentz.

79. **Document No. 2315.** This is an agenda detailing matters to be discussed between the Tolkien Estate and their attorney, Cathleen Blackburn, at an upcoming meeting on July 16, 2007. Although the document primarily lists matters which are wholly irrelevant to the disputed issues in this litigation and which are not responsive to Defendants' document requests (as narrowed by the parties' meet and confer discussions), there are several matters which relate to legal issues

concerning [REDACTED]

[REDACTED]. Defendants are not entitled to discover what issue the Tolkien Parties' counsel deemed critical or important at any given time, as those decisions necessarily reflect the legal advice, mental impressions and legal conclusions of counsel. The document is plainly protected by the attorney client privilege and the attorney work product doctrine. It reflects legal matters which Ms. Blackburn intends to discuss with her clients.

80. **Document No. 2413.** This is the same document as Document No. 146 (Issue No. 11, above). For the reasons set forth above, the document is privileged.

81. **Document No. 2414.** This is the same agenda as Document No. 146 (Issue No. 11) and Document No. 2413 (Issue No. 80), except that it is a draft version and contains Cathleen Blackburn's handwritten notations and revisions. For the reasons set forth above, the document is privileged.

82. **Document No. 2575.** This document is a chain of emails between Cathleen Blackburn and Steven Maier, U.K. outside counsel for the Tolkien Estate,



1 and Barry Slotnick and Seth Gelblum, of the Loeb & Loeb firm, U.S. outside  
2 counsel for the Tolkien Estate, dated December 15 and 23, 2004. The email chain  
3 forwards an October 22, 2004 email between these parties and Norman Rudman,  
4 outside counsel for Zaentz (which email has previously been produced in another  
5 form). Loeb & Loeb represented the Tolkien Estate in a variety of legal matters,  
6 including in connection with the negotiations with Zaentz of an amendment to the  
7 1969 Agreement concerning stage rights. This email chain concerns the stage  
8 rights negotiations, and reflects the legal advice, mental impressions and legal  
9 conclusions, and strategy of the Tolkien Estate's counsel in connection therewith.  
10 The document is protected under the attorney-client privilege and the attorney work  
11 product doctrine.

12 **83. Document No. 2608.** This is an email chain between Cathleen  
13 Blackburn and her client Adam Tolkien discussing a variety of legal disputes  
14 ongoing at the time between the Tolkien/HC Parties and Zaentz, including:

15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]

22 [REDACTED]. Mr. Tolkien had asked for Ms. Blackburn's advice and counsel on  
23 these and other matters relating to [REDACTED] and  
24 Ms. Blackburn provides that advice and analysis in her response. The document  
25 plainly constitutes and attorney-client privileged communications, and reflects Ms.  
26 Blackburn's attorney work product.

27 **84. Document No. 2633.** This document consists of a chain of emails  
28 exchanged between HarperCollins and Cathleen Blackburn in late 2004 and early

2005. The first email in the chain is an email from David Brawn to Ms. Blackburn copied to HarperCollins employees Amanda Ridout, Trevor Dolby and Chris Smith. The email discusses [REDACTED]. A series of emails follow between Ms. Blackburn and Mr. Brawn. Most of those emails discuss attempts to schedule a meeting to discuss the proposal and other matters. But certain of the emails discuss the legal implications [REDACTED]. She offers her legal advice, mental impressions and conclusions, [REDACTED]. Ms. Blackburn is providing legal advice to HarperCollins on various legal and commercial matters of common legal interest. The Estate and HarperCollins were working jointly to further that common interest as against third parties. The document is a protected common interest privilege.

**85. Document No. 2634.** This is a letter dated August 22, 2006 from Cathleen Blackburn to HarperCollins Director of Legal Affairs, Simon Dowson-Collins, regarding [REDACTED]. The letter discusses in detail Ms. Blackburn's contractual analysis [REDACTED].

[REDACTED]. The letter also attaches the current draft of the stage rights amendment, which has been produced separately. Ms. Blackburn, as counsel for the Estate, and Mr. Dowson-Collins, as in-house counsel for HarperCollins, work together frequently to protect, assert and enforce the Tolkien/HC Parties' jointly held rights as against third parties, including Zaentz. This document is protected by the common interest privilege that attaches to such communications.

86. **Document No. 2696.** This is a letter from Cathleen Blackburn to Mary Butler at HarperCollins dated June 29, 1994. The letter discusses [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]. This letter is a confidential communication between Ms. Blackburn and Ms. Butler on the subject, discussing Ms. Blackburn's legal analysis, mental impressions and legal conclusions concerning these issues. The document is a confidential communication between joint rights holders concerning subjects of shared legal and commercial interest.

87. **Document No. 2710.** This document was withheld in error and will be produced. The court should note that the bottom email in the chain was produced in a different form (as PLAINTIFFS030199-200), but the full email chain was inadvertently not produced. We note that Warner did not produce their copy of this email chain from their own files; we assume Warner believed the document to be non-responsive.

1           **88. Document No. 2720.** This document consists of the following: (1) an  
 2 email from Tolkien Estate attorney Piers Clayden to HarperCollins' in house  
 3 counsel Thomas Jarvis, cc: Cathleen Blackburn, and David Brawn and Chris Smith  
 4 of HarperCollins, forwarding (2) a letter from Piers Clayden to Thomas Jarvis  
 5 discussing [REDACTED]  
 6 [REDACTED]  
 7 [REDACTED]  
 8 [REDACTED]  
 9 [REDACTED]. Ms. Blackburn and her colleagues at  
 10 Manches, and in house counsel for HarperCollins, often work together frequently to  
 11 protect, assert and enforce the Tolkien/HC Parties' jointly held rights as against  
 12 third parties. The document concerns a subject of shared legal and commercial  
 13 interest between the Estate and HarperCollins, who were working together to  
 14 protect and assert those commonly held interests.

15           **89. Document No. 2722.** This is an email dated October 13, 2006 from  
 16 HarperCollins in house attorney David Daley to various HarperCollins employees:  
 17 Robin Thomson and Jim Holden (both worked in royalties); Simon Dowson-  
 18 Collins, Director of Legal Affairs; Ed Kielbasiewicz (HarperCollins' Finance  
 19 Director and Company Secretary); David Brawn (publishing); Lucy Vanderbilt  
 20 (Group Rights Director) and Gloria Adams (former assistant for Legal Affairs at  
 21 HarperCollins). The email attaches the stage rights amendment to the 1969  
 22 Agreements, although that agreement is not included in this document. [REDACTED]

23 [REDACTED]  
 24 [REDACTED]. A fortiori, it is an attorney-client communication and should not be  
 25 produced.

26           **90. Document No. 2723.** This email dated October 11, 2007 from  
 27 Cathleen Blackburn (through her assistant Nicola Peedell) to Robin Thomson and  
 28 David Brawn at HarperCollins is among the emails discussed above in connection

1 with document No. 518D and E (Issue No. 25 above). In this email, Ms. Blackburn  
2 provides her legal analysis concerning [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]. These are matters of shared legal and commercial  
7 interest and should not be disclosed to defendants. The email also discusses [REDACTED]  
8 [REDACTED] which, again, is wholly non-  
9 responsive. For the reasons discussed above, the document should not be produced.

10 **91. Document No. 2724.** This December 14, 2007 email is Robin  
11 Thomson's response to Ms. Blackburn's email, Document No. 2723, above (Issue  
12 No. 90). It is also included in the emails discussed at Document No. 518D and E,  
13 above (Issue No. 25).

14 **92. Document No. 2727.** This is a June 15, 2010 email from David  
15 Brawn to Eleanor Goymer concerning [REDACTED]  
16 [REDACTED]  
17 [REDACTED]. As the email reflects, Mr. Brawn has been consulting with Cathleen  
18 Blackburn as to [REDACTED]  
19 [REDACTED]. The [REDACTED] impacted the Estate's and HarperCollins' shared legal  
20 and commercial rights. This is a protected common interest communication.

21 **93. Redacted Document PLAINTIFFS012605.** As reflected in the non-  
22 redacted portion of this document, Linda Kalin of Zaentz had asked Chris Smith to  
23 comment on proposed wording for Zaentz's Tolkien Enterprises website. The  
24 language on which Mr. Smith is asked to comment relates to third party inquiries  
25 about rights to produced printed published matter. Because Zaentz's question  
26 implicated the legal rights of the Tolkien Estate and HarperCollins as joint rights  
27 holders, Mr. Smith forwarded the request to Cathleen Blackburn and raised some of  
28 his legal questions and concerns regarding [REDACTED]. An

1 exchange between Mr. Smith and Ms. Blackburn follows. In responding to Mr.  
 2 Smith, Ms. Blackburn advises [REDACTED]

3 [REDACTED]  
 4 The emails between Mr. Smith and Ms. Blackburn have properly been redacted, as  
 5 they were prepared and exchanged for the purpose of giving or obtaining legal  
 6 advice in order to protect, assert and enforce the Tolkien/HC Parties' shared legal  
 7 and commercial interests as against third parties.

8 **94. Redacted Document PLAINTIFFS013723.** The redacted portion of  
 9 this document contains an email discussion between HarperCollins' Chris Smith  
 10 and Cathleen Blackburn concerning [REDACTED]  
 11 [REDACTED]. Ms. Blackburn and Mr.  
 12 Smith discuss [REDACTED]  
 13 [REDACTED]. Mr. Smith and Ms.  
 14 Blackburn are communicating confidentially about shared legal and commercial  
 15 matters that impact the Tolkien/HC Parties. Defendants are not entitled to learn  
 16 what matters of common interest were being discussed between the Estate and  
 17 HarperCollins at any given time. The document is a protected common interest  
 18 communication.

19 **95. Redacted Document PLAINTIFFS013754.** The non-redacted  
 20 portion of this document consists of an email chain between Chris Smith, Cathleen  
 21 Blackburn, David Brawn and a representative of third party Prima Games asking  
 22 for approval for the cover of Prima's Two Towers strategy guide. The last email in  
 23 the chain, between Chris Smith and Cathleen Blackburn, has been redacted. In this  
 24 redacted email, Ms. Blackburn provides legal advice to Mr. Smith in order to  
 25 protect and assert the Tolkien/HC Parties' jointly held rights as against third party  
 26 Prima Games. Ms. Blackburn advises Mr. Smith [REDACTED]  
 27 [REDACTED]  
 28 [REDACTED]

1 [REDACTED] This is a common interest communication reflecting Ms. Blackburn's  
2 legal advice, mental impressions and legal conclusions. Ms. Blackburn and Mr.  
3 Smith were working together in furtherance of those commonly held legal rights.  
4 The document was properly redacted.

5 **96. Redacted Document PLAINTIFFS039736.** The redacted portion of  
6 this document is an email exchange between Cathleen Blackburn, and David Brawn  
7 and Paula Johnson at HarperCollins. They are discussing [REDACTED]  
8 [REDACTED]  
9 [REDACTED]. Mr. Brawn  
10 seeks Ms. Blackburn's legal advice as to whether [REDACTED]  
11 [REDACTED]  
12 [REDACTED]. In response, Ms. Blackburn provides her  
13 legal analysis as to both the copyright issues and the underlying contractual scheme  
14 between the Tolkien/HC Parties and Zaentz as to who owns what rights. Ms.  
15 Blackburn and Mr. Brawn are communicating confidentially concerning matters  
16 which affect the Tolkien/HC Parties' shared legal and commercial rights, [REDACTED]  
17 [REDACTED]  
18 [REDACTED] in order to protect and assert these joint rights. The  
19 redacted portions are protected common interest communications, and should not  
20 be produced.

21 **97. Redacted Document PLAINTIFFS043480.** The following text has  
22 been redacted from this email chain between Cathleen Blackburn and David Brawn:  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED] This redacted text reflects  
27 a legal matter of common interest that Ms. Blackburn intends to discuss with  
28 HarperCollins at the upcoming meeting referenced in the email chain. The subject



concerns [REDACTED]

[REDACTED]. The document was properly redacted pursuant to the common interest privilege.

98. **Redacted Document PLAINTIFFS043711.** This document was originally redacted, but on a second-level review of another , more complete copy of this same email chain, it was determined that the document should be produced in un-redacted form. The complete, un-redacted document was produced as PLAINTIFFS043468-43471; due to an administrative error, the second copy of the document was produced in redacted form. In any event, defendants do have a complete version of this document.

99. **Redacted Document PLAINTIFFS044225.** This document is Mary Butler's typewritten file note concerning a February 17 telephone call with Zaentz's Laurie Battle. The redacted portions of the document all reflect legal advice obtained from "FRW," meaning Dick Williamson, in connection with [REDACTED]. [REDACTED]. The communications were designed to assist the Tolkien/HC Parties in protecting, asserting and enforcing their jointly held rights as against Zaentz and other third parties. Such communications are protected by the common interest privilege.

100. **Redacted Document PLAINTIFFS047018.** The following text has been redacted from these handwritten notes of Mary Butler: [REDACTED]. This redacted note reflects Ms. Butler's question for Dick Williamson concerning a legal matter of common interest between the Tolkien Estate and HarperCollins as joint rights holders, namely, [REDACTED]. [REDACTED]. These are subjects of shared legal interest between the Estate and [REDACTED].

HarperCollins, and Ms. Butler and Mr. Williamson were working jointly to further those common legal interests as against Zaentz.

## II. ISSUE NO. 4

1. Document No. 135: This is a December 17, 1991 letter from Dick Williamson to Mary Butler, in which Mr. Williamson communicates his legal position [REDACTED]

[REDACTED]. The communication was made in furtherance of the Estate's and HarperCollins' joint efforts to protect and enforce their commonly held legal and commercial rights vis-à-vis a third party.

2. Document No. 255. This document is another copy of the HarperCollins presentation discussed above at Issue No. 78 (Document No. 2237). This copy does not contain Ms. Blackburn's handwritten notes. For the reasons set forth above, the document is protected from disclosure by the Tolkien/HC Parties' common interest in protecting, enforcing and asserting their jointly held rights.

3. Document No. 865. As is discussed above, attorneys Cathleen Blackburn and Adrian Laing, on behalf of their respective clients the Tolkien Estate and HarperCollins, worked closely together in protecting and enforcing the Tolkien-related rights their clients share, including with respect to various legal disputes and rights-related and discussions with third parties such as Zaentz. This particular document was sent by Cathleen Blackburn to Adrian Laing one day after the Tolkien/HC Parties received a May 16, 1996 letter from Zaentz's outside counsel, Mal Burnstein, in which Mr. Burnstein took the position that Zaentz, not HarperCollins, should have the right to license any computer game that used graphics, rather than words or text, as its primary tool. In her letter, Ms. Blackburn shares her legal analysis, mental impressions and legal conclusions regarding [REDACTED]

[REDACTED]

1 [REDACTED]  
2 [REDACTED]. Ms. Blackburn copies David Brawn  
3 at HarperCollins, but that does not destroy the common interest privilege that  
4 attaches to this document. The document concerns a subject of shared legal interest  
5 between the Estate and HarperCollins, who were working jointly to protect and  
6 assert their common legal interest as against Zaentz. The matter of common  
7 interest is at the heart of the current litigation, and reveals [REDACTED]  
8 [REDACTED]. This document  
9 should not be produced.

10 4. **Document No. 883.** This is a letter from Cathleen Blackburn to Mary  
11 Butler dated October 15, 1993. The letter addresses various specific instances in  
12 which the Tolkien Estate and HarperCollins were working together to protect and  
13 enforce their jointly held rights vis-à-vis third parties, including among [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]. The  
18 document references an attached draft letter prepared by Ms. Blackburn concerning  
19 [REDACTED] but that draft is not included in this particular  
20 document. The document is a common interest communication sent in furtherance  
21 of the Tolkien/HC Parties' joint efforts to protect and enforce their shared legal and  
22 commercial rights vis-à-vis third parties.

23 5. **Document No. 894.** This document is a January 14, 1993 letter from  
24 Cathleen Blackburn to Mary Butler, passing on her and Dick Williamson's legal  
25 advice concerning [REDACTED]  
26 [REDACTED] Ms. Blackburn's letter reflects Mr. Williamson's assessment  
27 of [REDACTED]  
28 [REDACTED]. The letter

was sent in furtherance of the Tolkien/HC Parties' efforts to protect and assert their jointly held rights vis-à-vis third party Zaentz. The letter reflects the legal advice, mental impressions and conclusions of counsel on matters of common interest.

6. **Document No. 962.** This is a typewritten memorandum prepared by Mary Butler to David Young detailing her May 12, 1994 telephone conversation with Cathleen Blackburn, in which she and Ms. Blackburn discussed [REDACTED]

[REDACTED]. There is also an agenda detailing issues Ms. Butler intends to discuss with Ms. Blackburn, including [REDACTED].

The memorandum discusses communications between Ms. Butler and Ms. Blackburn in furtherance of the Tolkien/HC Parties' efforts to protect, assert and enforce their jointly held rights vis-à-vis third party Zaentz. It reflects the legal advice, mental impressions and conclusions of counsel, and is a protected common interest communication.

7. **Document No. 983.** This is a September 21, 1992 letter from Mary Butler to Cathleen Blackburn soliciting [REDACTED]

[REDACTED]. Because Ms. Butler is soliciting Ms. Blackburn's legal advice as to [REDACTED]

[REDACTED] the document is a protected common interest communication. (The document references an attached draft agreement, but that draft is not part of this document. Nor is the May 2, 1990 agreement referenced in the postscript). Ms. Butler and Ms. Blackburn were working jointly

1 to further the Tolkien/HC Parties' shared legal and commercial interests as against  
2 third parties.

3 **8. Document No. 997.** In this August 18, 1994 letter from Mary Butler  
4 to Cathleen Blackburn, Ms. Butler responds to Ms. Blackburn's question as to

5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]

9 [REDACTED]. The communication was made in furtherance of the Tolkien/HC  
10 Parties' joint efforts to protect, assert and enforce their shared legal and commercial  
11 rights [REDACTED] and is  
12 thus protected as a common interest communication. (The note referenced in the  
13 postscript is not part of this document).

14 **9. Document No. 998.** This is a January 30, 1994 letter from Mary  
15 Butler to Cathleen Blackburn, in which Ms. Butler solicits Ms. Blackburn's legal  
16 advice as to [REDACTED]

17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]

23 [REDACTED]. The communication was made in furtherance of the  
24 Tolkien/HC Parties' efforts to protect, assert and enforce their jointly held rights as  
25 against third party Zaentz in connection with a legal dispute between them, and is  
26 thus protected as a common interest communication.

27 **10. Document No. 1017.** This is a letter from Rayner Unwin to Dick  
28 Williamson, cc: HarperCollins' employees Robin Hyman, Mary Butler, Marjorie

1 Nelson and Jane Johnson, [REDACTED]

2 [REDACTED]  
3 Mr. Unwin has prepared the draft, but sends it to Mr. Williamson for his legal  
4 analysis and comment as to [REDACTED]. As Mr. Unwin explains,

5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED] He asks Mr. Williamson

11 [REDACTED]  
12 [REDACTED] are both communications from Mr. Unwin soliciting legal advice  
13 on matters of common interest between the Tolkien Estate and HarperCollins. [REDACTED]  
14 [REDACTED] in particular, is a document intended to facilitate the Tolkien/HC Parties  
15 efforts to protect, assert and enforce their jointly held legal and commercial rights  
16 vis-à-vis third parties. These are protected common interest communications.

17 **11. Document No. 1029.** This is a May 11, 1989 letter from Rayner  
18 Unwin to Dick Williamson discussing two matters of common legal and  
19 commercial interest between the Tolkien/HC Parties and third parties. [REDACTED]

20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]. Mr. Unwin asserts his view as to the legal position [REDACTED]  
24 [REDACTED] and attaches a draft agreement for Mr.  
25 Williamson's review. He solicits Mr. Williamson's comments and legal advice [REDACTED]  
26 [REDACTED]. Mr. Unwin sent this document to Mr. Williamson in furtherance  
27 of the common legal and commercial interest between the Tolkien Estate and  
28

1 HarperCollins, as joint rights holders in and to the Tolkien Works. The document  
2 is protected from discovery.

3 **12. Document No. 1092.** This document is an October 15, 1997 letter  
4 from Cathleen Blackburn to David Brawn, discussing a third party permission  
5 request for an interactive Tolkien dictionary. [REDACTED]

6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED] Ms. Blackburn provided this advice and counsel in  
14 furtherance of the common legal interest between the Estate and HarperCollins, as  
15 joint rights holders seeking to protect their legal and commercial interests as against  
16 Zaentz (as well as the inquiring third party). This is a protected common interest  
17 communication.

18 **13. Document No. 1105.** In this August 4, 1998 letter to Cathleen  
19 Blackburn (cc HarperCollins employee David Marshall), David Brawn addresses a  
20 request from Zaentz's Laurie Battle for permission to allow its sublicensee Sierra  
21 Online to create a premium, specially packaged edition of Sierra's computer game  
22 which might include a copy of the three volumes of The Lord of the Rings. [REDACTED]

23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]. Mr. Brawn sent this to Ms. Blackburn in furtherance of the  
27 common legal and commercial interest between the Tolkien Estate and  
28



HarperCollins, to protect and assert their jointly held rights vis-à-vis third parties  
Zaentz and Sierra Online. The document is thus protected from discovery.

**14. Document No. 1110.** This is a July 31, 1997 fax from Cathleen  
Blackburn to David Brawn addressing three matters of common legal and  
commercial interest between the Tolkien Estate and HarperCollins. Two of the  
matters concern works other than *The Lord of the Rings* and *The Hobbit*, and are  
thus wholly irrelevant to the issues presented in this litigation: (1) a third party  
request for the film rights in Tolkien's *Roverandum* (a matter wholly irrelevant to  
the issues presented in this litigation); and (2) audio books of *Sir Gawain and the  
Green Knight*, *Pearl* and *Sir Orfeo*. The third common interest issue relates to

. In this document, Ms. Blackburn provides her legal advice,  
mental impressions and legal conclusions on these matters. She also advises Mr.  
Brawn

Ms. Blackburn sent this letter to Mr. Brawn to further the common  
legal and commercial interest between the Tolkien Estate and HarperCollins, and to  
protect and assert their jointly held rights vis-à-vis third parties. The document is  
thus protected from discovery.

**15. Document No. 1114.** This is a letter from Cathleen Blackburn to  
David Marshall, cc David Brawn and Duncan Carson – all HarperCollins  
employees – reflecting her legal advice and analysis of

[REDACTED]. The letter is sent to further the Tolkien/HC Parties' common legal and commercial interest vis-à-vis third parties, and to protect and enforce those jointly held rights. The document is a protected common interest communication.

16. **Document No. 1278.** This is an agenda prepared by Mary Butler in anticipation of an upcoming June 15, 1992 meeting between HarperCollins and the Tolkien Estate and its outside counsel. Ms. Butler forwards the agenda to Manches attorneys Dick Williamson, Cathleen Blackburn and Nigel Rootes, as well as internally within HarperCollins to Rayner Unwin, Jonathan Lloyd and Mike Cheyne. Although the document primarily lists matters which are wholly irrelevant to the disputed issues in this litigation and which are not responsive to Defendants' document requests (as narrowed by the parties' meet and confer discussions), there are a few matters which relate to legal issues concerning [REDACTED]

[REDACTED]. Given that each of these topics necessarily involves legal issues to be discussed between the Tolkien Parties and their counsel, and HarperCollins as joint rights holders seeking to protect and enforce their common legal and commercial interests vis-à-vis third parties, the document is protected from disclosure.

17. **Document No. 1287.** These are typewritten draft notes prepared by Dick Williamson of a meeting he had with HarperCollins representatives, including Mary Butler, Rayner Unwin and in house HarperCollins attorney Patrick Swaffer, on March 27, 1991. [After the Tolkien/HC Parties' filed their Confidential In Camera Brief, they learned that Mr. Swaffer was former outside counsel for

HarperCollins.] The document contains Ms. Butler's handwritten revisions to the draft notes, which she communicated to Dick Williamson in an April 5, 1991 telephone conversation. Although the document primarily lists matters which are wholly irrelevant to the disputed issues in this litigation and which are not responsive to Defendants' document requests (as narrowed by the parties' meet and confer discussions), the document reflects several common legal and commercial issues which were the subject of discussion at the meeting, including [REDACTED]

[REDACTED]. Given that each of these topics necessarily involves legal issues to be discussed between the Tolkien Parties and their counsel, and HarperCollins as joint rights holders seeking to protect and enforce their common legal and commercial interests vis-à-vis third parties, the document is protected from disclosure. Defendants are not entitled to discover what legal issues the Estate and HarperCollins were discussing in furtherance of their jointly held rights.

**18. Document No. 1326.** This agenda for an upcoming September 28, 1994 meeting is the same as Document No. 59 (Issue No. 7, Section I above); however, this document also includes handwritten notes which we believe were prepared by Mary Butler at the meeting, memorializing the discussion about various common interest matters. For the reasons set forth above, the document is protected from disclosure.

**19. Document No. 1396.** This is a letter dated December 7, 1999 from Cathleen Blackburn to HarperCollins' Director of Legal Affairs (at the time), Adrian Laing. Ms. Blackburn discusses [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]. This document is classic example of a common interest communication sent to protect, assert and enforce jointly held rights as against a third party.

20. **Document No. 1425.** This is an agenda prepared by Mary Butler in anticipation of an upcoming September 28, 1993 meeting between HarperCollins and the Tolkien Estate and its outside counsel Dick Williamson and Cathleen Blackburn. The document also contains Ms. Butler's handwritten notes taken at the meeting. Although the document primarily lists matters which are wholly irrelevant to the disputed issues in this litigation and which are not responsive to Defendants' document requests (as narrowed by the parties' meet and confer discussions), there are a few matters which relate to legal issues concerning [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]. There are also agenda items referencing legal disputes between the Tolkien/HC Parties and other third parties, [REDACTED]. Each of relevant enumerated agenda items identifies categories relates to issues concerning [REDACTED]  
[REDACTED]. Given that each of these topics necessarily

involves legal issues to be discussed between the Tolkien Parties and their counsel,

1 and HarperCollins as joint rights holders seeking to protect and enforce their  
2 common legal and commercial interests vis-à-vis third parties, the document is  
3 protected from disclosure.

4 **21. Document No. 1428.** This copy of the December 1998 Tolkien  
5 Permissions Guidelines is the same as Document No. 99 (Issue No. 9, Section I  
6 above), except that it does not have Cathleen Blackburn's handwritten notations.  
7 For the reasons discussed above, the document should not be produced.

8 **22. Document No. 1429.** In this March 25, 1996 letter to David Brawn,  
9 Cathleen Blackburn discusses the permissions guidelines she has prepared. She  
10 encloses copies for Mr. Brawn, HarperCollins' in house counsel David Daley, and  
11 others at HarperCollins (David Marshall and Jane Johnson). The enclosure is not  
12 attached to this document, but is discussed below under Issue No. 23, Document  
13 No. 1430. For the reasons discussed above, Ms. Blackburn prepared the  
14 Permissions Guidelines to provide legal guidance to both the Tolkien and the HC  
15 Parties, as joint owners of rights in and to the Tolkien Works, in administering their  
16 jointly-held rights in the Tolkien Works (and other Tolkien-related works not at  
17 issue in this litigation), including [REDACTED]

18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]. The document is a  
21 confidential common interest communication.

22 **23. Document No. 1430.** This document is the March 1996 Tolkien  
23 Permission Guidelines attached to Ms. Blackburn's March 25, 1996 letter  
24 (Document No. 1429, Issue No. 22, Section II above). For the reasons discussed  
25 above, the document is a confidential common interest communication and should  
26 not be produced.

27 **24. Document No. 1431.** This document is the July 1996 version of the  
28 Tolkien Permissions Guidelines prepared by Cathleen Blackburn. For the reasons

1 discussed above, the document is a confidential common interest communication  
2 and should not be produced.

3 **25. Document No. 1461.** This is an internal HarperCollins memorandum  
4 dated October 18, 1993 from Mary Butler to David Young, with handwritten notes.  
5 Although the document primarily lists matters which are wholly irrelevant to the  
6 disputed issues in this litigation and which are not responsive to Defendants'  
7 document requests (as narrowed by the parties' meet and confer discussions), there  
8 are a few matters which relate to legal issues concerning [REDACTED]

9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]. There are also agenda items referencing legal  
12 disputes between the Tolkien/HC Parties and other third parties, including [REDACTED]

13 [REDACTED]  
14 [REDACTED]. Although neither Ms. Butler nor Mr. Young are attorneys, the  
15 memorandum reflects the legal advice, mental impressions and conclusions of  
16 attorneys Cathleen Blackburn, Dick Williamson and Paul Slevan concerning [REDACTED]

17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED] These are merely examples. The  
7 document details numerous confidential, common interest communications  
8 designed to further the Tolkien Estate's and HarperCollins' efforts, as joint rights  
9 holders, to protect, assert and enforce their jointly held legal and commercial rights  
10 as against third parties, including Zaentz. It should not be produced.

11 **26. Document No. 1468.** This is a November 27, 1967 letter from Rayner  
12 Unwin to Professor J.R.R. Tolkien, copied to Professor Tolkien's attorney Dick  
13 Williamson, concerning [REDACTED]

14 [REDACTED]. As noted above, Mr. Williamson was  
15 providing legal advice to both the Estate and HarperCollins during the course of  
16 these negotiations, as the parties were both contracting with United Artists with  
17 respect to their shared copyrights in and to the Tolkien Works. [REDACTED]

18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]. The document is a confidential and protected  
21 common interest communication.

22 **27. Document No. 1469.** This letter was sent by Rayner Unwin to  
23 Professor Tolkien and Dick Williamson two days after the last Document  
24 (Document No. 1468). [REDACTED]

25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]. For the reasons discussed in

Section II Issue No. 26 (Document 1468), this document is a confidential and protected common interest communication.

28. **Document No. 1545.** This document was prepared by Mary Butler to memorialize the discussions at a meeting between various HarperCollins employees (Rayner Unwin, Robin Hyman, Mark Streatfeild, Elizabeth Sich and Jane Johnson). Although none of these people are attorneys, the discussion at the meeting, and thus the minutes, reflect communications between HarperCollins and Dick Williamson concerning various matters, most of which are non-responsive and irrelevant to the issues presented in this litigation. There are some notes, however, concerning what Mr. Williamson told Rayner Unwin (RSU) about [REDACTED]

[REDACTED]. These are subjects of shared legal interest between the Estate and HarperCollins, vis-a- vis third parties, and the HarperCollins employees were meeting to communicate internally about these confidential common interest discussions with Mr. Williamson.

29. **Document No. 1551.** This document is an agenda prepared by Mary Butler outlining matters to be discussed at an upcoming Tolkien Committee Meeting. The document was sent to various HarperCollins employees and Dick Williamson. Although the document primarily lists matters which are wholly irrelevant to the disputed issues in this litigation and which are not responsive to Defendants' document requests (as narrowed by the parties' meet and confer discussions), there are several matters which relate to legal issues concerning [REDACTED]

Each of these identified categories relates to



1 subjects of shared legal interest between the Estate and HarperCollins, vis-a- vis  
2 third parties, and the Tolkien/HC Parties were meeting to discuss these issues and  
3 to formulate positions and responsive action items in order to protect and enforce  
4 their jointly-held rights. Defendants are not entitled to discover what particular  
5 legal issues the Tolkien/HC Parties were discussing at any given time. The  
6 document is a protected common interest communication.

7 **30. Document No. 1738.** This is a chain of emails between and among  
8 Cathleen Blackburn, and David Brawn and Eleanor Goymer of HarperCollins  
9 arising from a request by the Tolkien/HC Parties' Slovakian publishers to record  
10 and distribute a Lord of the Rings radio broadcast on CD. Ms. Goymer notes [REDACTED]  
11 [REDACTED] and she asks for Ms. Blackburn's legal  
12 advice as [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]. These  
17 communications were made in furtherance of the Tolkien/HC Parties' efforts to  
18 protect, assert and enforce their jointly held rights. Ms. Goymer sought Ms.  
19 Blackburn's legal advice as to [REDACTED]  
20 [REDACTED]. Ms.  
21 Blackburn provided that legal advice, supported by her mental impressions, legal  
22 analysis and legal conclusions. The document is a protected common interest  
23 communication.

24 **31. Document No. 1741.** In this letter dated November 25, 1997 to  
25 Duncan Carson of HarperCollins' legal, contracts and permissions group, Ms.  
26 Blackburn discusses [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED] This document underscores that [REDACTED]

6 [REDACTED]  
7 [REDACTED] are confidential communications in furtherance  
8 of the Tolkien/HC Parties efforts to protect, assert and enforce their jointly held  
9 rights as against third parties, including Zaentz. Such documents, including this  
10 document, are privileged and should not be disclosed.

11 **32. Document No. 1932.** This is the same document as Document No.  
12 1738, Issue No. 30, Section II, above. For the reasons discussed above, the  
13 document should not be produced.

14 **33. Document No. 2031.** In this June 8, 1995 letter to David Brawn,  
15 Cathleen Blackburn responds to Mr. Brawn's request for legal advice as to [REDACTED]  
16 [REDACTED]. She  
17 provides her legal analysis, mental impressions and legal conclusions as to [REDACTED]  
18 [REDACTED]  
19 [REDACTED]. This is a communication in furtherance of the Tolkien/HC Parties' common  
20 legal and commercial interest in connection with the Tolkien Works, and should not  
21 be disclosed.

22 **34. Document No. 2104.** Professor Tolkien sent this December 2, 1968  
23 letter to the team involved in advising him on the negotiations of the 1969  
24 Agreements between the Estate, HarperCollins' predecessor George Allen &  
25 Unwin, and defendants' predecessor United Artists – agent H.N. Swanson, attorney  
26 Dick Williamson, and publisher Rayner Unwin. [REDACTED]  
27 [REDACTED]. The  
28

document is a protected attorney client privileged communication and is also a common interest communication.

35. **Document No. 2108.** This is a January 27, 1969 letter from attorney Dick Williamson to his client, Professor Tolkien. In the letter, Mr. Williamson discusses various legal and confidential financial issues concerning Professor Tolkien. Among other things, Mr. Williamson discusses [REDACTED]

[REDACTED]. The document is protected from discovery under the attorney-client privilege and the attorney work product doctrine.

36. **Document No. 2122.** This is a series of emails between Peter Sherrott at HarperCollins and Cathleen Blackburn arising from a request by the Tolkien/HC Parties' U.S. publisher Houghton Mifflin to use an extract of text from the Tolkien Works digitally on fixed media. Because Mr. Sherrott [REDACTED] he asks Ms. Blackburn for her legal advice as to [REDACTED]. Ms. Blackburn responds, first with some questions, then with her legal analysis and recommendation as to how the parties should proceed to protect and assert their jointly held legal and commercial rights. The document is a common interest communication and should not be produced.

37. **Document No. 2124.** This document is a portion of the email chain discussed as Document No. 2122, Issue No. 36, Section II above. For the reasons discussed above, the document should not be produced.

38. **Document No. 2217.** This document is a portion of the email chain discussed above as Document No. 1738, Issue No. 30, Section II above. For the reasons discussed above, it should not be produced.

39. **Document No. 2305.** This document is a memorandum prepared by Cathleen Blackburn reflecting the draft minutes of a meeting held on February 11,

2000 between representatives of HarperCollins, the Tolkien Estate and Ms. Blackburn. The document contains Mr. Brawn's handwritten revisions to the minutes, which he forwarded to Ms. Blackburn. Most of the document addresses matters which are wholly irrelevant to the disputed issues in this litigation and which are not responsive to Defendants' document requests (as narrowed by the parties' meet and confer discussions). There are, however, a few matters discussed which relate to legal issues concerning [REDACTED]

[REDACTED]. The memorandum reflects the legal advice, mental impressions and conclusions of Cathleen Blackburn, and details numerous confidential, common interest communications designed to further the Tolkien Estate's and HarperCollins' efforts, as joint rights holders, to protect, assert and enforce their jointly held legal and commercial rights as against third parties, including Zaentz and Warner. It should not be produced.

**40. Document No. 2644.** This is a March 26, 1992 letter from Dick Williamson to Mary Butler, responding to her March 24 letter concerning [REDACTED]

[REDACTED]

Mr. Williamson's letter was sent in response to Ms. Butler's request for legal advice, and in furtherance of the Tolkien/HC Parties' joint efforts to assert, protect and enforce their shared rights in and to the Tolkien Works, vis-à-vis third parties [REDACTED]. The document is a common interest communication which should not be produced.

**41. Document No. 2698.** This is an April 19-20 email chain between David Brawn and various HarperCollins executives (Clive Malcher, Chris Smith, Kate Fitzpatrick and Chris Michaels). Mr. Brawn email states on its face that he is reporting back internally within HarperCollins about his communications with "the Tolkien Estate's lawyer," meaning Cathleen Blackburn, concerning [REDACTED]. Mr. Brawn and Ms. Blackburn were working together to formulate a joint policy and procedure with respect to this potential third party use, in order to protect and assert the shared legal and commercial rights of the Tolkien Estate and HarperCollins. Mr. Brawn quotes Ms. Blackburn's legal advice and analysis. The document reflects a confidential common interest communication and should not be produced.

**42. Document No. 2718.** This is an August 13, 2002 email from Manches attorney Edward Humphries to David Brawn, cc Cathleen Blackburn and HarperCollins' employee Barry Clark, attaching notes memorializing a meeting between these individuals in June, 2002. Much of the document addresses matters which are wholly irrelevant to the disputed issues in this litigation and which are not responsive to Defendants' document requests (as narrowed by the parties' meet and confer discussions). There are, however, a few matters discussed which relate to legal issues concerning [REDACTED]

[REDACTED]. The discussion contained in this section of the notes reflects and reveals the Tolkien/HC Parties' legal strategy as well as the mental impressions and conclusions, and legal advice of counsel acting on the Tolkien/HC Parties' behalves. There is also a discussion of [REDACTED].

[REDACTED]. The memorandum reflects the legal advice, mental impressions and conclusions and legal strategies of counsel and details numerous confidential, common interest communications designed to further the Tolkien Estate's and HarperCollins' efforts, as joint rights holders, to protect, assert and enforce their jointly held legal and commercial rights as against third parties, including Zaentz and Warner. The document should not be produced.

**43. Document No. 2721.** This is an April 17, 2003 email from Manches attorney Claire Smith to David Brawn, attaching notes memorializing a meeting between Mr. Brawn, Barry Clark, Ms. Smith, Ms. Blackburn, Steven Maier and Manches attorney Piers Clayden on March 25, 2003. Most of the document addresses matters which are wholly irrelevant to the disputed issues in this litigation and which are not responsive to Defendants' document requests (as narrowed by the parties' meet and confer discussions). There are, however, a few matters discussed which relate to legal issues concerning [REDACTED]

[REDACTED]. The discussion contained in this section of the notes reflects and reveals the Tolkien/HC Parties' legal strategy as well as the mental impressions and conclusions, and legal advice of counsel acting on the Tolkien/HC Parties' behalves. There is also a discussion of [REDACTED]. The memorandum reflects the legal advice, mental impressions and conclusions and legal strategies of counsel and details numerous confidential, common interest communications designed to further the Tolkien Estate's and HarperCollins' efforts, as joint rights holders, to protect, assert and enforce their jointly held legal and commercial rights as against third parties, including Zaentz and Warner. The document should not be produced.

**44. Document No. 2725.** This is more of the email chain discussed above at Section I Issue 90 (Document 2723) and Document No. 518D and E (Section I, Issue No. 25). For the reasons discussed above, the document should not be produced.

**45. Redacted Document PLAINTIFFS014153-54.** The redacted portion of this document is an email from David Brawn to Cathleen forwarding an (unredacted) email chain between Mr. Brawn and New Line's David Imhoff, in advance of a discussion Mr. Brawn is scheduled to have with Ms. Blackburn as to how to respond. As the unredacted portion of the document reflects, the Tolkien/HC Parties raised a legal dispute with New Line concerning role playing game books issued by New Line's third party licensee Decipher. The Tolkien/HC Parties contended that this form of merchandising fell within their reserved rights. He raises other scope of rights issues as to whether quotations have appropriately been used by this sub-licensee. Mr. Imhoff, on behalf of New Line, essentially blames Zaentz/Tolkien Enterprises. He notes that the dispute "appears to be a legal difference of opinion beyond New Line and Harper Collins' scope." He suggests

1 that the Tolkien/HC Parties raise the dispute with Zaentz. The redacted portion of  
2 the document is between Mr. Brawn and Ms. Blackburn alone, and discusses the  
3 Tolkien/HC Parties' joint legal position concerning this dispute between the  
4 Tolkien/HC Parties, and Mr. Brawn is soliciting Ms. Blackburn's legal advice as to  
5 how to proceed. Mr. Brawn and Ms. Blackburn are acting in concert to protect,  
6 assert and enforce the Tolkien/HC Parties' jointly held rights as against Zaentz,  
7 New Line and Decipher. The redacted email is a protected common interest  
8 communication.

9 **46. Redacted Document PLAINTIFFS014286.** The redacted portion of  
10 this document is an email from HarperCollins' David Marshall to Cathleen  
11 Blackburn, discussing the forwarded (unredacted) email from Paul Butterfield of  
12 third party Monolith Productions; the redacted portion also contains Ms.  
13 Blackburn's handwritten notations. Third party Monolith Productions had inquired  
14 as to who owned what rights with respect to computer games based on the Tolkien  
15 Works. Mr. Marshall forwards the email to Ms. Blackburn to solicit her legal  
16 advice as to [REDACTED]  
17 [REDACTED] to protect and assert their rights vis-à-vis this third  
18 party request. Mr. Marshall also asks for Ms. Blackburn's legal advice concerning  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]. Mr. Marshall and Ms. Blackburn are acting in concert to  
23 protect, assert and enforce the Tolkien/HC Parties' jointly held rights as against  
24 third parties. The redacted email and accompanying handwritten notes reflecting  
25 Ms. Blackburn's mental impressions and legal conclusions are protected by the  
26 common interest privilege.

27 **47. REDACTED DOCUMENT PLAINTIFFS019665-66.** The redacted  
28 portion of this document is an email from Cathleen Blackburn to David Brawn (and



1 a forwarding email to Cathleen Blackburn from her assistant, Nicola Peedell, cc  
2 another Manches legal assistant Leslie Dancy), discussing a request from third  
3 party Pearson Learning Solutions for digital rights to use text from The Lord of the  
4 Rings. The first redacted email is between Ms. Blackburn and her legal assistants;  
5 those are clearly privileged and should not be produced. In the second redacted  
6 email, Ms. Blackburn provides Mr. Brawn with her legal analysis as to [REDACTED]  
7 [REDACTED]  
8 [REDACTED]. Ms. Blackburn and Mr. Brawn are acting in concert to  
9 protect, assert and enforce the Tolkien/HC Parties' jointly held rights as against this  
10 third party. The redacted email is a protected common interest communication.

11 **48. Redacted Document PLAINTIFFSO37209-210.** The redacted  
12 portion of this document is a handwritten post it note prepared by HarperCollins in-  
13 house attorney Karly Last during the course of the document collection process in  
14 this litigation. It reflects the file location of this document, and was placed on the  
15 document to facilitate return of the document to its proper location once the  
16 document was scanned for production. Due to a clerical error, the post it note was  
17 not removed before the document was scanned. The note was thus redacted as it  
18 was wholly irrelevant and non-responsive and not part of this document, and was  
19 prepared by counsel during the course of this litigation. Additionally, a clean and  
20 unredacted version of the document was previously produced as  
21 PLAINTIFFS037211-37257.

22 **49. Redacted Document PLAINTIFFS037403.** This is a letter from  
23 Rayner Unwin to Christopher Tolkien dated December 7, 1983. Most of the  
24 redacted content concerns matters which relate to works that are not at issue in this  
25 litigation ("The History of Middle-earth" and "The Book of Lost Tales II."); it is  
26 thus wholly irrelevant to the disputed issues in this litigation and not responsive to  
27 Defendants' document requests (as narrowed by the parties' meet and confer  
28 discussions), and was properly redacted on that basis. The first paragraph of the

1 letter, however, relates to a discussion between Dick Williamson and Mr. Unwin  
 2 concerning [REDACTED]  
 3 [REDACTED]  
 4 [REDACTED]. The redaction reflects  
 5 Mr. Williamson's mental impressions and conclusions [REDACTED]  
 6 [REDACTED]  
 7 [REDACTED]  
 8 [REDACTED]. The redacted content is a protected common interest  
 9 communication.

10 **50. Clawed-Back Document PLAINTIFFS 043462--63.** This document  
 11 is an email chain between Cathleen Blackburn and HarperCollins' Barry Clark; the  
 12 first email in the chain is also copied to David Brawn. The document was clawed  
 13 back at Mr. Clark's deposition, as it had been inadvertently produced. The  
 14 document relates to a discussion between Mr. Clark and third party Vivendi, who  
 15 had approached Mr. Clark to discuss some promotional ideas they wanted to pursue  
 16 in connection with a planned computer game launch based on the Tolkien Works.

17 [REDACTED]  
 18 [REDACTED]  
 19 [REDACTED]  
 20 [REDACTED]  
 21 [REDACTED]  
 22 [REDACTED]. As a result of his concern about the legal  
 23 implications of Vivendi's request, he emailed Ms. Blackburn for her legal  
 24 perspective on the proposal. He did not seek, nor did he understand Ms.  
 25 Blackburn's reply to convey, her opinion on the marketing or commercial merits of  
 26 Vivendi's promotion proposal. The marketing and commercial aspects of the  
 27 proposal were Mr. Clark's area of expertise. The only reason he emailed Ms.  
 28 Blackburn regarding Vivendi's promotional proposal was to obtain her legal advice

1 as to whether Vivendi's proposal was legally permissible. The document is a  
2 protected common interest communication.

3  
4 DATED: October 20, 2014

GREENBERG GLUSKER FIELDS  
CLAMAN & MACHTINGER LLP

5  
6  
7 By: /s. Bonnie E. Eskenazi  
BONNIE E. ESKENAZI (SBN 119401)

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
  
GREENBERG GLUSKER FIELDS CLAMAN  
& MACHTINGER LLP  
1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590